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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OMAR CASTORINO,

Plaintiff,

- against -

CITIBANK, N.A.,

Defendant.

Case No.: 07 Civ. 10606 (PC)

**DECLARATION OF KENNETH STRUTIN
IN FURTHER SUPPORT OF
MOTION TO DISMISS PURSUANT
TO FED. R. CIV. P. 12(b)(6)**

STATE OF NEW YORK,
COUNTY OF NEW YORK.

KENNETH STRUTIN, pursuant to 28 U.S.C. § 1746, declares the following:

1. I am a Vice President in International Personal Banking at Citibank, N.A. I make this declaration in further support of Citibank's motion to dismiss plaintiff's complaint pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

2. Citibank maintains account number xxxx6167 (the "Account") in the names of Nelson Castorino, Pedro Bizzozzero and plaintiff Omar Castorino.

3. The Account is governed by a Client Manual dated May 26, 2007 (the "Client Manual"). A copy of the Client Manual is attached as Exhibit A.

4. The Client Manual states that by opening an account each Citibank customer agrees to be bound by the rules and procedures governing that account as set forth therein and in an accompanying Marketplace Addendum. (See, Client Manual, Exhibit A, p.3.) A copy of the relevant Marketplace Addendum, the International Personal Banking Marketplace Addendum dated October 27, 2006 (the "Addendum" and, collectively with the Client Manual, the "Account Agreement"), is attached as Exhibit B. The terms of the Addendum are incorporated into the Client Manual by reference. (See, Addendum, Exhibit B, p.1) The Addendum further states that its provisions are controlling to the extent that such provisions are in conflict with those in the Client Manual. Exhibit B, p. 2.

5. By an application dated September 1, 2005 (the "Application"), each of the owners of the Account, including plaintiff, agreed to be bound by the rules governing the Account. A copy of the signature page of the Application is attached as Exhibit C.

The Account Agreement

6. The Client Manual states:

While we have tried to ensure that the Spanish translation is correct, it may vary somewhat from the English version, which will govern your account.

Client Manual, Ex. A. p. 4.

7. The Addendum states:

Translations are provided to the Customer for convenience only, and the Customer understands and agrees that the English language version of the Addendum and of any other document furnished to the Customer by International Personal Banking will control and be conclusive **in the event of any difference in meaning between the translation and the English language version.**

(Emphasis added.) Addendum, Ex. B. p. 3.

Ownership of Joint Accounts

8. The Addendum further states:

Joint Account. With a joint account, we can act on the instructions of any one or more joint account holder(s) whose signature is on file with us. However, **we will not honor requests to “block” or “freeze” the account upon the request of an individual account holder(s) or to disregard any instruction provided to us by an individual account holder(s), since all account holders have equal entitlement to the account funds.** Any joint account holder may close a joint account. **In the event there is a dispute between any one or more of the account holders, it is up to the account holders themselves to resolve the dispute amongst themselves.** International Personal Banking will not make any determination regarding the merits, nor will it adjudicate, such dispute. NOTE: Nothing herein alters International Personal Banking’s ability to “block,” “freeze,” “close,” or

take any other action with respect to an account in its sole discretion.

(Emphasis added.) Addendum, Ex. B. p. 7.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 15, 2008.



KENNETH STRUTIN

Client Manual

Consumer Accounts

Including our Privacy Notice

U.S. Markets
Effective May 26, 2007



Table of Contents

General Information	3
Definitions	3
Spanish Language Preference	4
Customer Service	4
Special Services for Persons with Disabilities	5
Information Sharing	5
Amendments/Changes to This Agreement	5
Disputed Consumer Reporting Agency Information	6
Legal Processing	6
Governing Law	6
Quick Reference Guide	7
Checking	7
Savings	7
Package Pricing	8
Account Opening/Ownership	8
Opening an Account	8
Account Ownership	8
FDIC Insurance	9
Special Circumstances	9
Transferring Ownership of an Account	11
Assignments	11
Closing a Deposit Account	11
Electronic Banking	11
The Citibank® Banking Card	12
Citibank Proprietary ATMs and Network ATMs	14
Point-of-Sale Transactions	17
Transactions Made Outside the U.S. and Puerto Rico	18
CitiPhone Banking®	18
Direct Deposits	19
Bill Payment Service	19
Citibank® Online	19
Citi Mobile SM	20
Citibank Global Transfer Service	21
Lost or Stolen Citibank® Banking Cards and	
Unauthorized Electronic Transactions	22
Errors and Problem Resolution Procedures	23
Confidentiality at Citibank	25
Account Transactions	25
Deposits	26
Transfers (Other than Recurring Bill Payments)	28
Withdrawals	31
Account Statements and Notices	34
How Checking Accounts are Maintained	35
Substitute Checks and Your Rights	36
Overdraft Protection	37
Checking Plus (variable rate)	37
Safety Check	37
Foreign Exchange Services	38
Resolution of Disputes by Arbitration	38
Signature Card (Reference Copy)	42
Our Privacy Notice	i
Privacy Choices Form	v

General Information

The information in this Client Manual applies to accounts and services obtained at a Citibank Financial Center, through Citiphone Banking or using Citibank Online. Some of the products and services described in this Client Manual may not be available through Citiphone Banking® or Citibank Online. When you open an account, you are agreeing to the terms and conditions governing that account. This Client Manual and accompanying Marketplace Addendum contain important details, rules and procedures for checking, savings, money market accounts, Certificates of Deposit (CDs), and Market Rate accounts. They also explain when your deposits will become available for withdrawal, tax identification requirements and rules governing electronic transfers. The Client Manual and Marketplace Addendum do not contain information relating to specialized services such as Retirement Plan Services accounts, mortgages, Citibank Private Bank accounts, CitiBusiness accounts, or investment services through Smith Barney, a division of Citigroup Global Markets Inc., member SIPC, and an affiliate of Citibank.

Investment products:

- **NOT FDIC INSURED**
- **NO BANK GUARANTEE**
- **MAY LOSE VALUE**

Definitions

For the purpose of this Manual, the words "we," "us," "our," and "Citibank" refer to Citibank, N.A., a member of the FDIC.

The words "you" and "your" refer to you the Citibank client.

The term "Home Financial Center" refers to a branch of Citibank. If you open an account using Citibank Online please see the Marketplace Addendum – Citibank Online for information about the location of your Home Financial Center.

The term "Home Financial Center" refers to the Financial Center where you open your account or to which you transfer your account.

The term "Financial Associate" refers to a Citibank teller.

The term "business day" means any day of the week that is not a Saturday, Sunday or bank holiday. Non-business days are considered part of the following business day. The end of business day varies from Financial Center to Financial Center, and is posted in each Financial Center. For a definition of business day as to the availability of deposits you make, please refer to the Funds Availability at Citibank section of the Marketplace Addendum.

The terms "Smith Barney" and "SB" refer to the Smith Barney division of Citigroup Global Markets Inc., member SIPC, and an affiliate of Citibank, along with its successors and/or assigns.

For the definition of the term "Non-Financial Center Based Smith Barney Account" please see the "Linking Your Account to a Smith Barney Investment Account" paragraph in the Citibank Account, Citibank Everything Counts Account and Citigold Account sections of the Marketplace Addendum.

This Client Manual applies to accounts in the geographical area where you open your account. Citibank deposit accounts maintained in other geographic areas throughout the U.S. and the Commonwealth of Puerto Rico cannot be linked for pricing, statements, safety check and certain transactions between accounts. For example, the New York area is treated as a separate geographical area from the California, New Jersey, or Florida areas.

Please note that if your country of residence is other than the United States or Commonwealth of Puerto Rico, your country of

residence may have laws, rules and regulations that govern, affect or may be prompted by your application for and use of our accounts, products, and services, including laws, rules and regulations regarding taxes and exchange controls.

Spanish Language Preference

This section applies if you select Spanish as your preferred language for communicating with Citibank. Please note that we may not be able to accommodate this preference at all Citibank financial centers or for all products and services.

Account Documents. When you open a personal deposit account, you will receive a Spanish translation of the Client Manual and Marketplace Addendum along with the English version. The Spanish translation of the account documents you receive is for your convenience only and may not cover all services related to your account. While we have tried to ensure that the Spanish translation is correct, it may vary somewhat from the English version, which will govern your account. We recommend that you keep both versions for your records.

Account Communications. Although we may send you a Spanish version of your account statement, you can obtain an English translation upon request. (Citigold Account statements are not currently available in Spanish.) Certain other notices, disclosures and communications may be available only in English.

Availability of Products and Services in Spanish. Some products and services provided in our financial centers may be available only in English.

Customer Service. You can receive customer service in Spanish by calling CitiPhone Banking.

Customer Service

Changing Your Account Records. It is important that your account records be kept up-to-date. Please keep us informed of any change in your address. Just call CitiPhone Banking.® Be sure to change the address on all of your accounts.

If you notify us of a change of address once your account is opened, it will not affect the Home Financial Center assigned for your accounts. Once your Home Financial Center is established, any additional accounts you open by phone, mail or using Citibank® Online will be assigned to that Financial Center.

Statements and Notices. Each statement or notice is sent to only one owner per account, regardless of the number of account owners. Notification given to any one owner is considered notification to all owners of the account. We use ordinary mail or electronic mail for delivery and pay all postage (when applicable). All statements and notices (including any returned to us as undeliverable) are considered delivered to you on the date we first place them in the mail or the date the electronic mail is first sent. We are not responsible for statements or notices lost in transmittal.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you.

Account Errors. You have a responsibility to review your account statements in a timely manner and to notify us promptly of any errors. You must notify us in writing within 30 days after we send or make available to you your account statement and accompanying items of any errors, discrepancies, or unauthorized transactions not involving an electronic funds transfer. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one year after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think an error has been made or if you need more information, call CitiPhone Banking. Please read the "Errors and Problem Resolution Procedures" section on page 23 for additional information about Electronic Banking transactions.

If, by mistake, funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account to correct the mistake, we may charge your other accounts for the necessary funds.

If your account is debited with a substitute check you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to the "Substitute Checks and Your Rights" section on page 36 under the heading Account Transactions for a description of those rights.

Recording Your Service Requests. You agree that we may record the conversations our employees have with you or your agents. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

Accounts or Services No Longer Offered. For information regarding accounts or services that are no longer offered, please consult your original account agreements.

Special Services for Persons with Disabilities

At Citibank, access to services and facilities is available to all clients, including those with vision, hearing or physical disabilities.

- Clients with vision and reading disabilities can get cash and make deposits at our Citibank proprietary ATM locations (ATMs that are owned and operated by Citibank) via special screens and audio cues. Ask for instructions at your nearest Financial Center
- Text Telephone (TTY) service for individuals with speech and/or hearing disabilities is available to clients seeking service or account-opening assistance. For service inquiries, call the toll-free TTY number, located on the back cover of this agreement
- By prior arrangement, sign language interpreters can be made available in our Financial Centers
- Citibank proprietary ATM locations feature one lowered ATM machine serving the needs of individuals in wheelchairs

Information Sharing

Our Privacy Notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our Privacy Notice. We provide a copy of our Privacy Notice with this agreement and will provide it thereafter as required by applicable law. You can also receive a copy by calling us toll-free at 1-888-214-0017.

Amendments/Changes to This Agreement

We reserve the right to change the terms and conditions contained in this Client Manual and the Marketplace Addendum, which may include adding to them or deleting certain provisions entirely or partially. In addition, we will revise this Client Manual and the Marketplace Addendum from time to time to reflect these changes. Copies of the current Client Manual and the Marketplace Addendum will be available at any Financial Center or you can call CitiPhone Banking® to request a new copy. We suggest that you keep any notification of changes to this agreement along with the rest of your Citibank account information. Unless otherwise required by law, we may amend this Client Manual and the Marketplace Addendum without prior notice to you. If we

choose to notify you or are required by law to notify you of changes to this agreement, we may mail or deliver a notice, a statement message, or an electronic message to you at the last address we have on file for you. Certain fees may change without notice to you.

Disputed Consumer Reporting Agency Information

If your account has been maintained in an unsatisfactory manner, we sometimes report information about you and any joint account holders or authorized signers on the account to a Consumer Reporting Agency.

If you disagree with the accuracy of the information that we submit to a Consumer Reporting Agency, please call CitiPhone Banking (see the back cover for phone numbers) or write to us at Citibank – Credit Bureau Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

Legal Processing

You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid, without any liability from us to you. You agree that if we are served with legal process at any of our financial centers or offices, we may comply with it, even if it is served at a location other than where your account was opened. Further, you agree that we may comply with such process as we deem appropriate under the circumstances even if the legal process or document papers to affect the interest of only one owner of a joint account. In such case, we may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc.-Client Trust Account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

You agree that we are entitled a processing fee, for which you are liable to us, upon receipt of any legal process. We may deduct such fee, as well as any expenses, including without limitation attorneys' fees, in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your account shall be subject to our right of setoff and security interest.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

Governing Law

Accounts and services through Citibank are governed by Federal law and regulations. To the extent that such laws and regulations do not apply, these accounts and services shall be governed by and be construed in accordance with the laws of the State in which the Financial Center for your account is located.

Quick Reference Guide

The following is a brief description of the deposit components offered at Citibank that could be linked for pricing. Some of the accounts listed below are not available in all marketplaces. Please refer to the Marketplace Addendum applicable to your market for further details.

Checking

Access Account

The simplest transaction account among Citibank's offerings. The new Access Account is a non-interest bearing transaction account that provides you with all the benefits of a Regular Checking account without having to write checks. A great way to start a relationship, and experience convenience of banking with Citibank.

Regular Checking

This is our core checking account. Regular checking is a non-interest bearing, transactional account that allows you to write checks against your account, and it provides all the benefits and convenience of managing your finances at Citibank.

Interest Checking

With this account, you earn interest on the funds in your account. This is an interest bearing, transactional account which allows you to write checks while giving you the additional flexibility of banking convenience. For Citigold customers, this account is called Citigold Interest Checking.

Savings

Day-to-Day Savings

This is a statement savings account. It can operate with a Citibank® Banking Card, which enables you to make deposits, withdrawals and transfers through the convenience of an ATM, over the phone or at a Financial Center. Your activity is summarized in a periodic statement. Certain restrictions apply to the Basic Savings Account. See *Marketplace Addendum for more details*.

Passbook Savings

This savings account comes with a passbook in which your aggregate account activity can be entered. This passbook serves as your only record, no periodic statement is issued.

Money Market Accounts

These are limited transaction savings accounts that have a variable annual percentage yield that may change over time. Some money market accounts allow checking writing ability.

Certificate of Deposit

A savings account for time deposits. Your funds are left in the account for a specified term and may be withdrawn at maturity. Terms range from 3 months to 5 years. There is a penalty for early withdrawal. For additional information please see the *Marketplace Addendum*.

Market Rate and Market Rate Plus Accounts

A savings deposit account with limited access and special terms and conditions. For additional information please see the *Marketplace Addendum*.

Package Pricing

At Citibank, we're committed to giving our clients superior service and value. And that means providing you with solutions. You can achieve your financial goals and simplify the way you manage your money with our various offerings of account packages.

The banking and financial services you need today – and tomorrow – are available to you at any time. Now, you can keep track of your finances all in one place and receive the personalized service and recognition you deserve. This is possible because Citibank account packages provide you with more rewards for your accounts with Citibank and its affiliates. By bringing together your deposits, loans and credit cards through Citibank (South Dakota), N.A., an affiliated bank, and investments through Smith Barney, you can reduce or even eliminate service fees in some cases, obtain better rates on both your deposits and loans, and gain easier access to your accounts.

There are several ways to bring your accounts together, each package tailored with specialized pricing to make the most of your resources. We offer Basic Banking, Citibank Access Account, Citibank® Student Account, Citibank® EZ Checking, The Citibank Account, Citibank Everything CountsSM, and the Citigold® account. Based on your account balances and your monthly transactions, you will find one that provides the right solutions for your particular needs.

For additional information about the various checking account packages and deposit accounts available in your Financial Center, please refer to the Marketplace Addendum provided with this manual.

Account Opening/Ownership

This section of the Client Manual contains the general information, rules and regulations that apply to all Citibank consumer deposit accounts.

Opening an Account

Required Information. Savings and checking accounts are opened subject to our ability to verify your identity and signature. We require suitable forms of identification. When you open an account, we may obtain a report from a consumer reporting agency. We require a Social Security Number or Tax Identification Number (TIN) for all accounts; and for accounts earning interest, we also require that you certify this number. This requirement does not apply to nonresident aliens, but these individuals may only open accounts at Financial Centers and must periodically certify their status.

Account Ownership

Individual Account. An individual account is opened in the name of one person only. The authorization of this person is required for transactions on this account.

Joint Account. An account can be opened in the name of more than one individual. Such an account will be considered a Joint Account with Right of Survivorship. All money on deposit will be owned jointly. The signatures of all named joint account owners must be on file to establish their ownership rights.

With a joint account, we can act on the instructions of any one or more of the joint account owners whose signatures are on file with us. We will follow these instructions until we receive written notice to the contrary from any account owner or until we are aware of any dispute relating to the account. Thereafter, we may require all owners to authorize any subsequent withdrawals. Either joint account owner may close a joint account.

EACH ACCOUNT HOLDER IS JOINTLY AND SEVERALLY RESPONSIBLE FOR PAYING OVERDRAFTS CREATED BY ANY AUTHORIZED SIGNER(S) OR PARTY TO THE ACCOUNT, WHETHER OR NOT THEY PARTICIPATE IN THE TRANSACTION OR BENEFIT FROM ITS PROCEEDS. WE MAY BE REQUIRED BY LEGAL PROCESS TO PAY ALL THE FUNDS IN A JOINT ACCOUNT TO SATISFY A JUDGMENT AGAINST ANY OR ALL ACCOUNT OWNERS.

If a joint account owner dies, full ownership and control of the balance of the account passes to the surviving account owner(s). See "Accounts of Deceased Persons" on page 10.

In-Trust-For (ITF) Account. This account establishes another person as beneficiary for an individual or joint account. The beneficiary receives the funds in the account only upon the death of all account owners and cannot make any withdrawals or account changes before this time. During the lifetime of one or more account owners, this account will be treated as an individual account or joint account, as applicable. To change the beneficiary, all account owners must sign a Change of Account Ownership form.

Trust Account. The funds in this type of account are owned by a trust. In some cases the trust must have its own Tax Identification Number issued by the IRS. A trustee certification is required to open this type of account.

Uniform Transfers to Minors Account ("UTMA Account"). The funds in this type of account are owned by a minor, who receives the funds as a permanent (irrevocable) gift. The Account is controlled by a custodian, who manages the account for the minor's benefit. One custodian and one minor are allowed per account. We act only upon the custodian's instructions. You may wish to consult your tax advisor or attorney before opening a UTMA account.

Account Summary Session Statement. The Account Summary session statement you receive with your account opening package is not a deposit receipt. All deposit amounts must be verified by the bank.

FDIC Insurance

Your deposits at Citibank are insured by the Federal Deposit Insurance Corporation (FDIC). There is separate insurance up to \$100,000 for each of the following types of accounts. Add together all of your accounts at Citibank, in each of these categories to determine your FDIC coverage:

- Individual Account (including Sole Proprietorship Accounts)
- Joint Account. An individual's interest in all joint accounts at Citibank are added together and the total is insured up to \$100,000
- Testamentary Account (such as an In-Trust-For Account), naming account owner's spouse, child, stepchild, grandchild, parent, or sibling as beneficiary (not added together with owner's or beneficiary's individual accounts). Other testamentary accounts are added to the account owner's individual accounts
- Uniform Transfers to Minors Account (added together with all other accounts of the minor for a total of \$100,000 coverage)
- Irrevocable Trust Accounts, including certain corporate retirement plan accounts. The interest of each known beneficiary is separately insured up to \$100,000 and is not added together with any beneficiary's individual accounts
- Estate Account (not added together with any beneficiary's individual accounts).

In addition, your deposits in Citibank Individual Retirement Accounts, Keogh Plans and other retirement accounts are insured by the FDIC up to a total of \$250,000.

Special Circumstances

Restricted Access. There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are

required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

When we receive an order instructing us to restrict access to funds in an account, we ensure compliance by removing the funds from the account and maintaining them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

Forfeited Accounts. If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in it will no longer earn interest, even if the funds are eventually returned to you.

Right of Setoff. Subject to applicable law, we may exercise our right of setoff against any and all of your accounts (except IRA, Keogh plan and certain Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You expressly agree that our right of setoff extends to, and may be directed towards, any Federal or state benefit payments (including Social Security benefits) directly deposited into your account. You acknowledge and agree that if you do not want your electronically deposited benefits to be subject to our right of setoff, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

You also agree to allow us to apply any subsequently credited deposit made to your account against any overdraft and associated fees and charges, and that we may use any Federal or state benefits payment that is deposited into the account (including direct deposit of Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

Dormant Accounts. Under abandoned property statutes, we must turn over to the state your checking, savings, or matured certificates of deposit accounts if you have not done at least one of the following during a specified period of time:

- Deposited or withdrawn funds when you presented your Passbook or Certificate to have us record your interest.
- Signed our active account confirmation form
- Written to us concerning the account

A Certificate of Deposit account that has not reached maturity is not considered inactive, but if the account renews automatically, it can become inactive in our records starting after the maturity date.

Please note that the period of inactivity for an account to be considered abandoned property differs by state. The laws of the state of your last known address determine the inactivity period and the manner in which your funds are transferred to the state. Please contact CitiPhone Banking or your Home Financial Center if you would like specific information concerning the length of the inactivity period applicable to your account.

Accounts of Deceased Persons. In case of death of an account owner, we will continue to honor checks written on that account until we are notified of the death. Upon notification, we will block the account. By law, certain documents must be presented to us before funds in such an account can be paid out and the account closed. These documents may include:

- A. Certified Copy of Death Certificate
- B. Letters Testamentary or Letters of Administration
- C. Decree from Probate Court
- D. Documents Evidencing that Estate Taxes are paid or not owed (New York only)
- E. Foreign Deceased – (out of the Country). We require a certified copy of the Death Certificate translated into English and attested to by the American Consul. Ancillary letters issued from a court in the United States are also required. NOTE: Additional documents may be required depending on the ownership of the account.

For more information about which documents are required, please speak to your Financial Center or contact CitiPhone Banking® (see the back cover for telephone numbers).

Transferring Ownership of an Account

OWNERSHIP OF CHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNTS IS NOT TRANSFERABLE WITHOUT THE CONSENT OF CITIBANK. You may make any changes to the ownership of your account with our consent and by completing the appropriate Citibank forms.

Assignments

Most accounts can be assigned as collateral for a loan from Citibank or another lender. Unless Citibank agrees in writing, any such assignment to another lender will remain subject and subordinate to Citibank's right of set off. For the assignment to be effective, Citibank must receive written notice of the assignment and acknowledge it in writing. We will then reflect the change on the records of the bank.

Closing a Deposit Account

You may close your account at any time (except as stated otherwise in this Client Manual). The same signatures required for writing checks and making withdrawals are required to close the account.

If you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We reserve the right to close your account at any time for any reason. We will try to notify you in advance should this be necessary, but we are not obliged to do so. We also reserve the right to close your account if a zero balance remains for over 75 days.

If we close your account, we will send you a check for your final balance, if any, minus applicable service fees.

Electronic Banking

Electronic Banking, which means extra convenience to most Citibank clients, refers to all transactions in which the transfer of money begins electronically, without paper.

Included among these transactions are deposits, transfers, withdrawals and payments you make at our 24-hour Citibank ATM locations; automatic transfers such as direct deposits of your Social Security checks; purchases you make with direct transfers of funds from your checking account; cash withdrawals and transfers you make at ATM network machines belonging to other financial institutions; transfers between your accounts via telephone; and transfers, withdrawals and payments you make using Citibank® Online. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and pay bills. Federal regulations refer to these types of transactions as Electronic Funds Transfers.

This section does not apply to Fedwire or similar wire transfers; transfers of funds to purchase certain securities; or certain automatic transfers between your accounts at Citibank, your account and an account of a family member at Citibank, or your account and Citibank

(such as an automatic loan payment); and any other transactions excluded by federal regulations.

We encourage you to read this section carefully. It explains electronic banking at Citibank and your rights and responsibilities with handling transactions in this convenient way. *For further important information, please consult the "Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions" section on page 22. See the Marketplace Addendum for a definition of "business day."*

If you have any questions or problems regarding an electronic transaction, please write or call CitiPhone Banking® (see page 19 for address and back cover for telephone numbers).

The Citibank® Banking Card

The term "Citibank Banking Card" includes the following: Citibank® ATM Card; Citibank® Debit MasterCard®; Citibank® / AAdvantage® Debit MasterCard®; Citibank® Debit MasterCard® with PayPass™; Citibank® / AAdvantage® Debit MasterCard® with PayPass™ and to any other PayPass™ device issued by Citibank along with your Citibank Banking Card.

General Information. With an activated Citibank® Banking Card, you can handle your everyday banking needs – 24 hours a day. It gives you access to cash at hundreds of thousands of ATM network machines (located across the country and in many countries throughout the world), and your Citibank® Banking Card also enables you to purchase goods and services through Point-of-Sale (POS) terminals and utilize the convenient CitiPhone Banking® telephone service. Plus, you can get cash in local currencies at ATM network machines around the world.

Citibank proprietary ATMs are available in California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Nevada, New Jersey, New York, Pennsylvania, Texas, Virginia and Washington, D.C. and in more than 40 countries worldwide.

Citibank customers can get cash, get balance information and transfer funds, fee-free, between eligible linked Citibank accounts at participating 7-Eleven, Murphy Oil USA, Minyard Food stores, MoneyPass, and Publix supermarket ATM locations. These ATMs are not owned or operated by Citibank. Not all functions available at all ATMs.

The names and symbols for some participating ATM networks are printed on the back cover of this agreement.

At Citibank proprietary ATMs, you can make the following types of transactions with accounts linked to your Citibank® Banking Card.

- Get cash from checking, savings and Money Market Accounts
- Get cash advances from Citibank credit cards and Ready Credit
- Access your Checking Plus® line of credit (overdraft protection)
- Borrow from Citibank Home Equity Line of Credit/Equity Source Account® with funds transferred to checking or withdrawn as cash
- Make envelope deposits to checking, savings and Money Market Accounts
- Transfer funds between checking, savings and Money Market Accounts
- See a summary of each of your accounts
- Make payments to your Mortgage, Citibank Home Equity Line of Credit/Equity Source Account accounts, Ready Credit, Checking Plus and Citibank credit cards with funds transferred from checking, savings and Money Market Accounts
- Make envelope payments to Citibank credit accounts
- Make payments to Citibank credit cards with funds transferred from checking, savings and Money Market Accounts
- Get account information and/or statement update for linked checking, savings, Money Market Accounts, Checking Plus, Ready Credit, Citibank Home Equity Line of Credit/Equity Source Account, Preferred Line and Citibank MasterCard® and Visa® credit cards

- Change your Personal Identification Number (PIN) at any touch-screen Citibank proprietary ATM machine in the U.S.
- See summary balances in your investment account with Smith Barney

Your Citibank® Banking Card displaying the MasterCard® logo on the front provides you with the ability to perform all of the above transactions and:

- Use funds in your Citibank checking account to purchase goods and services at any merchant displaying the MasterCard logo
- Make cash withdrawals from your Citibank checking account at any bank that honors MasterCard

If you have a Citigold Account you may link a Non-Financial Center Based Smith Barney Account to your Citigold Account and directly access the funds available in that account (including amounts available under the Smith Barney Portfolio CreditLine® (margin)) to make the following types of transactions with your Citibank® Banking Card at any touch-screen Citibank proprietary ATM located in the United States (excluding Puerto Rico):

- Get cash
- Transfer funds between your Non-Financial Center Based Smith Barney Account and your Citigold checking, savings and money market accounts¹
- Borrow from your Portfolio CreditLine® (margin)
- See a summary balance of your Non-Financial Center Based Smith Barney Account (does not include account positions or the share prices of the securities in your account)

¹ *Transfers from a savings and money market account are subject to the restrictions in the "Limits on Transfers" section of this Client Manual on page 29.*

Issuance and Access. You can get a Citibank® Banking Card when you have any of the following accounts: Checking, Day-to-Day Savings, Money Market Accounts, and Citibank Home Equity Line of Credit. You can link additional accounts to your Citibank® Banking Card to expand the types of transactions or account information available to you electronically.

Your Citibank® Banking Card indicates the date when you can begin using the card, and the expiration date for the card. A new Citibank® Banking Card will be mailed to you before your current Citibank® Banking Card expires.

Your Personal Identification Number. Your Personal Identification Number (PIN) is a secret number for your Citibank® Banking Card that you receive when you open your account. A PIN is required for all Citibank® Banking Card transactions at Citibank proprietary ATMs and ATM network machines. It ensures that you, and only you, can gain access to your money. You should keep your PIN confidential; no bank employee knows your PIN or will ever ask for it. If you change your PIN, you can choose any combination of the following:

- Four letters; and/or
- Four numbers (not all four zeros)

You may change your PIN at any time at a Citibank proprietary ATM location, or request your PIN be changed at any Financial Center or through CitiPhone Banking.

Overseas ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters will not always be noted on the keys. You should also be aware that non-Citibank ATMs and overseas ATMs may limit access to a primary checking account. While some non-Citibank ATMs will offer the choice of withdrawals from either checking or savings, others may not.

Renewal. We will automatically send you a new Citibank® Banking Card before your current card expires. When you receive your new Card you will need to activate it by following the instructions enclosed with the card. Don't forget to sign your new Citibank® Banking Card and destroy your old Citibank® Banking Card.

Cancellation. You may cancel your Citibank® Banking Card at any time for any reason. To do so, cut it in half and notify us through Citibank® Online, by phone or in person at any Citibank Financial Center. Please note that the Citibank® Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time.

Lost or Stolen Citibank® Banking Card. If your Citibank® Banking Card is lost or stolen, it is your responsibility to notify us immediately. Please call CitiPhone Banking at the telephone number on the back cover of this agreement. Further information can be found in the "Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions" section on page 22.

Restricted Use. We retain the right to block/deny certain merchant categories when you are attempting to make purchases using your Citibank Banking card. These merchants include, but are not limited to, internet gambling sites.

Citibank Proprietary ATMs and Network ATMs

Cash Withdrawals. You can use your Citibank® Banking Card to withdraw a maximum of \$1,000 (\$2,000 for Citibank Everything Counts™ and Citigold Accounts, and \$5,000 for a Citigold Account with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of withdrawal) in cash per business day from each of the following: Checking, Savings, Money Market Accounts.² There is no limit to the number of withdrawals you can make.

When using your Citibank MasterCard and Visa credit card accounts to obtain cash from an ATM, you can make a maximum of three withdrawals per calendar day. If you have been a Citibank credit card client for 2 months or more, you can withdraw a maximum of \$1,000 in cash per calendar day. If you have been a credit card client for less than 2 months, you are limited to a maximum of \$500 in cash per calendar day.

² For purposes of determining business day withdrawal limits from Citibank proprietary ATMs, the following information applies: a business day is any day of the week that is not a Saturday, Sunday or bank holiday ending at the time shown in the chart below. Withdrawals done on non-business days are considered made on the following business day.

NOTE: WE MAY CHANGE THESE WITHDRAWAL LIMITS THAT APPLY WHEN YOU USE YOUR CITIBANK BANKING CARD AND/OR CITIBANK MASTERCARD AND VISA CARDS AT ANY TIME, BASED UPON SECURITY ISSUES AND OTHER FACTORS.

Marketplace:	Business Day Ends:
CT, DC, FL, MA, MD, NJ, NY, PA, VA	7:30 PM ET
California and Nevada	8:30 PM PT
Illinois	6:30 PM CT
Texas	6:30 PM CT

For transactions taking place involving your Non-Financial Center Based Smith Barney Account, Smith Barney's business day is any day Monday through Friday, except days when the New York Stock Exchange is closed. Excluding days on which the NYSE is closed, business days are defined as Eastern Standard Time Monday - Thursday 7:30 PM - 7:30 PM; Friday 7:30 PM - Monday 7:30 PM.

Please note that each withdrawal and cash advance is limited by the amount available in your account. Some ATM network machines may impose lower limits on cash withdrawals.

Fees for Cash Withdrawals. There is no charge for making cash withdrawals with a Citibank® Banking Card at Citibank ATM locations in the U.S. A cash withdrawal made with a Citibank MasterCard or Visa credit card at a Citibank ATM or a network ATM will generally

be treated as a cash advance and may involve transaction fees and interest charges. Please refer to your credit card account agreement for details. Charges for cash withdrawals at non-Citibank ATM locations will vary depending on the checking account package you selected. See the Marketplace Addendum for more details.

Fees for Using non-Citibank ATMs. When you use a non-Citibank ATM, you may be charged a fee by the ATM operator and/or the network that processed the transaction. For example, if the fee is \$2, your \$100 cash withdrawal will be charged to your Citibank account as \$102. A fee may be imposed for a balance inquiry, even if you do not make a withdrawal or complete another type of transaction.

Deposits. You may use any Citibank proprietary ATM location to make deposits to your Checking, Savings or Money Market Accounts any time of day or night. Deposits received before the end of a business day (or earlier posted cut-off time) on any business day will be reflected in your account balance on the day of deposit. Deposits received after the end of a business day, on a weekend or on legal bank holidays will be reflected the morning of the next business day the Financial Center is open. ATM deposits received before the processing cut-off time (as indicated on the ATM envelope or notice posted at the ATM) on a business day will be reflected in your account balance on the day of deposit. ATM deposits received after the processing cut-off time (as indicated on the ATM envelope or notice posted at the ATM), or on a weekend or bank holiday will be processed the following business day. Therefore, they will not be reflected in your account balance until the morning of the next business day the Financial Center is open. While we may make this deposit available to you immediately on the day of deposit, use of those funds to pay checks presented for payment against your account on the day of deposit will be subject to a fee for use of uncollected funds in accordance with our Schedule of Fees. Please refer to the Funds Availability at Citibank section of your Marketplace Addendum for a definition of business day.

Transfers. Your Citibank Banking Card enables you to transfer funds between certain linked accounts at Citibank ATMs, certain ATM network machines, by telephone with CitiPhone Banking or Citigold Services and through Citibank® Online. Check the "Transfers" chart below for details:

Transfers at Citibank Proprietary ATMs or through CitiPhone Banking and Citibank Online

FROM:

Checking	Savings	Money Market Accounts	Credit ¹	Credit Cards ²	TO:
✓	✓	✓	✓	✓	Checking
✓	✓	✓			Checking Plus
✓	✓	✓	✓	✓	Savings
✓	✓	✓	✓	✓	Money Market Accts.
✓	✓	✓			Credit ¹
✓	✓	✓			Credit Cards ²

¹ Citibank Ready Credit and Home Equity Line of Credit Accounts.

² Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

When your Citibank® Banking Card is used to access your Non-Financial Center Based Smith Barney Account linked to your Citigold Account, you will be able to transfer funds between your Non-Financial Center Based Smith Barney Account and your Citigold checking, savings and money market accounts by using any touch-screen Citibank proprietary ATM located in the United States (excluding Puerto Rico), by telephone if you call Citigold Services and through Citibank® Online. Check the "Transfers" chart below for details:

**Transfers at Citibank Proprietary ATMs or through
Citigold Services and Citibank Online**

FROM:

Citigold Checking	Savings	Money Market Accounts	Credit ¹	Credit Cards ²	Non-Financial Center Based Smith Barney Accts.	TO:
✓	✓	✓	✓	✓	✓	Citigold Checking
✓	✓	✓				Checking Plus
✓	✓	✓	✓	✓	✓	Savings
✓	✓	✓	✓	✓	✓	Money Market Accts.
✓	✓	✓				Credit ¹
✓	✓	✓				Credit Cards ²
✓	✓	✓				Non-Financial Center Based Smith Barney Accts.

¹ Citibank Ready Credit and Home Equity Line of Credit Accounts.

² Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

Loan Payments. Loan payments can be made in two ways at Citibank proprietary ATM locations. You can make an envelope payment to any Citibank credit account or you can transfer the payment between linked accounts as indicated in the chart above. Payments to Citibank MasterCard and Visa are posted within three to five business days.

Paying Bills or Sending Money. You can use your Citibank® Banking Card to pay bills or send money by telephone, or through Citibank® Online. For more detailed information on paying bills, see the "Bill Payment Service" section on page 19 of this agreement.

Account Information. With your Citibank® Banking Card, you can get account information conveniently and immediately on many of your linked accounts. Up-to-date account information is available at Citibank® Online, Citibank proprietary ATM locations, ATM network machines and by calling CitiPhone Banking.

Access to Securities Account Information at Citibank Proprietary ATMs. If you have a Smith Barney Investment Account linked to your Citibank® Banking Card, you can get summary information about your account at a Citibank proprietary ATM. Ask a Smith Barney Financial Advisor for more details.

Transaction Records. You can get a record detailing the transactions you perform at Citibank ATMs and ATM network machines. For deposits and payments made at Citibank ATMs, the record is not a formal receipt for a deposit or envelope payment; your deposits and payments are accepted subject to bank verification.

Security Tips. Citibank has taken extensive measures to protect your money from unauthorized access. These security measures include:

- A daily limit on withdrawals
- Not printing your account number on your Citibank® Banking Card
- Keeping your PIN secret even from Citibank employees. **Citibank employees will never ask you for your PIN.**
- Each Citibank proprietary ATM is equipped with surveillance cameras that record activity in the Center

We also expect you to help prevent unauthorized access to your accounts by remembering to follow these common sense rules:

- Keep your Citibank® Banking Card to yourself. Never use it to assist others; you might be allowing them to take money from your account
- Treat your Citibank® Banking Card like cash. Don't leave it where others can find it. Do not give it to anyone to hold as "security" for any reason or under any circumstance
- Keep your PIN (including your CitiPhone Banking Access Code) secret. Do not tell it to anyone. Do not write it on your Citibank® Banking Card or keep it in your wallet or purse

- Review your account statements regularly and notify us promptly of any discrepancies
- Always be aware of your surroundings when using ATMs, particularly after dark
- Be sure to close the door behind you when you enter or leave the facility
- Never begin an ATM transaction if you notice anything suspicious – go to a different location or return at another time
- Always cancel a transaction-in-progress, place your Citibank® Banking Card in a pocket, and leave an ATM location if you notice anything suspicious
- Always end your session before you leave the ATM
- Never display cash at ATM locations. Place cash and your Citibank® Banking Card in a pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home, or office
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as the owners/operators of the ATMs

Be sensible about using Citibank ATMs and ATM network machines. Remember to use the same caution and common sense you would use in any 24-hour facility.

Please address any complaints concerning security at Citibank ATMs as follows:

New York City area: or NYS Banking Department
CitiAlert (NY Clients Only)
One Court Square, 42nd Floor ATM Hotline
Long Island City, NY 11120 888-697-2861
212-ATM-HELP

Outside New York: Contact CitiPhone Banking (see the back cover for telephone numbers).

For emergency assistance at any Citibank ATM, please call 911 at the nearest public telephone.

Point-of-Sale Transactions

You can use your Citibank® Banking Card to purchase goods and services at selected retail locations. You can pay for your purchases from your primary checking account with your Citibank® Banking Card at merchants who are participating in and display the CIRRUS® and MAESTRO® network symbols.

Called "point-of-sale" or "POS" transactions, these purchases involve PIN-based immediate electronic withdrawals from your primary checking account. Your daily POS purchase limit is \$5,000 per business day (\$7,500 for Everything Counts Account, \$10,000 for a Citigold Account and \$25,000 for a Citigold Account with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the transaction). These transactions will appear in detail on your checking statement. We reserve the right to set a lower dollar limit for POS purchases occurring during an interruption in the electronic connection between the retail outlet and Citibank. There is no Citibank fee charged for POS transactions. See page 14 for a definition of business day as it pertains to POS transactions.

If your card displays the MasterCard logo on the front, your daily limit for POS MasterCard transactions from your primary checking account that are not PIN-based is \$5,000 per business day for Basic Banking, Citibank® EZ Checking and The Citibank Account and \$7,500 per business day for Citibank Everything Counts account packages. In addition, for a Citigold Account, if your card displays the MasterCard logo on the front, your limit is \$10,000 per business day for POS transactions that are not PIN-based. This limit increases to \$25,000 if your Citigold Account has a combined

average balance of \$500,000 or more for the month which is two calendar months prior to the transaction.

Both PIN-based and non-PIN-based POS transaction limits are in addition to ATM cash withdrawal limits. For example: a Florida Citigold client with a combined balance under \$500,000 can make a \$10,000 non-PIN-based POS transaction, a \$10,000 PIN-based POS transaction and a \$2,000 cash withdrawal from the primary checking account on one business day.

Transactions Made Outside the U.S. and Puerto Rico

International transactions will be subject to a charge equal to 3% of the transaction amount (including credits or reversals) for each international transaction (U.S. or foreign currency) that you conduct outside the 50 United States or Puerto Rico other than cash withdrawals at Citibank ATMs, which are not subject to a transaction charge.

For Citigold, Citibank Private Bank, International Personal Banking and Global Executive Banking customers, international transactions will be subject to a charge equal to 1% of the transaction amount (including credits or reversals) for each international transaction (U.S. or foreign currency) that you conduct outside the 50 United States or Puerto Rico other than cash withdrawals at Citibank ATMs, which are not subject to a transaction charge.

MasterCard Point of Sale Transactions. If your Citibank® Banking Card displays the MasterCard logo on the front and a POS transaction is completed outside the 50 United States or Puerto Rico utilizing the card, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (note: this rate may be different from the rate the MasterCard itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

ATM Withdrawals and Other Transactions. For ATM withdrawals and other transactions that are not MasterCard Point of Sale transactions that are made outside the 50 United States or Puerto Rico that you perform utilizing the Citibank® Banking Card, Citibank will convert the transaction into a U.S. dollar amount using Citibank's procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

CitiPhone Banking®

Transferring Funds. With our CitiPhone Banking service, you can get account information and make transfers – including payments – between accounts that are linked to your Citibank® Banking Card. To use this service, you will need your Citibank® Banking Card Identification Number (the number embossed on your Citibank® Banking Card) together with your CitiPhone Banking Access Code, which is sent to you when your account is opened.

Under certain circumstances, CitiPhone Banking will not permit you to make transfers: if the accounts are not linked; if you provide an incorrect CitiPhone Banking Access Code; if you have attempted to transfer an amount greater than the available balance in the paying account; or if the transfer would exceed the number allowed for such transactions. See “Limits on Transfers” on page 29.

Other Services. Among other services, CitiPhone Banking enables you to:

- Report errors or ask questions about transactions
- Obtain current interest rates and annual percentage yields

- Report a stolen or missing Citibank® Banking Card
- Order checks
- Request a stop payment
- Notify Citibank of your change of address

Direct Deposits

If you have arranged to have direct deposits made to your account, such as a paycheck or social security check, you can always call us to be sure it was made. Just call customer service at the telephone number on the back cover of this agreement.

Bill Payment Service

There are two ways to use Citibank's bill payment service: (1) by calling CitiPhone Banking; and (2) through the internet using Citibank® Online. When you pay your bills through our bill payment service, your payment is transferred electronically or mailed within 24 hours of the scheduled payment date, or on the following business day. And, of course, all the necessary information, such as your account or invoice number, is included with your payment, whether it's made electronically or by check. You can schedule a bill payment on one day's notice or up to one year in advance. You can also schedule a series of recurring payments.

If you want to cancel a scheduled bill payment, you must do so by 11:59 PM Eastern Time prior to the scheduled payment date. You can do this by calling CitiPhone Banking, through Citibank® Online or in writing to us at Online Services, Citicorp Data Systems, 100 Citibank Drive, San Antonio, TX 78245-9989. If you cancel one of a series of recurring payments, all subsequent payments of the series will be canceled.

If a bill payment is made by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments made electronically.

Your periodic Citibank Account statement will include all bill payment transactions made through our Bill Payment Service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Online Services, Citicorp Data Systems, Incorporated 100 Citibank Dr., San Antonio TX 78245-9989. Or call CitiPhone Banking.

You should also call if you want to confirm that a pre-authorized bill payment was made in accordance with your instructions, or if you believe an unauthorized bill payment has been or might be made.

If an unauthorized person has obtained access to your CitiPhone Banking Access Code, notify Citibank immediately. Your rights and obligations in the case of unauthorized bill payments or unauthorized use of your CitiPhone Banking Access Code are the same as for lost or stolen Citibank® Banking Cards. These are described on page 22.

- There is no monthly charge or transaction fee for paying your bills using Citibank® Online
- There is a fee of \$4.95 imposed for each statement cycle during which you pay bill(s) by speaking with a Citibank representative. Please see the *Marketplace Addendum* for more details.

Citibank® Online

If you are a Citibank banking client with an activated Citibank® Banking Card, you can access your bank account(s) through the internet using Citibank® Online. All you need is access to the internet with a browser that supports 128-bit encryption, your Citibank® Banking Card number and ATM PIN and you can enjoy the convenience and benefits of this service. Citibank Online allows you to access your bank accounts from anywhere there is access to the internet. The following is a sample of the services and features of Citibank Online:

- Apply for or open additional accounts and services.
- Get cash advances from Citi Credit Cards.
- Borrow from eligible Citibank loan accounts with funds transferred to checking, savings, insured money market accounts

- Transfer funds between checking, savings, and insured money market accounts
- Transfer funds between your Non-Financial Center Based Smith Barney Account and your Citigold checking, savings or insured money market accounts
- See a summary of your linked accounts.
- Make transfer payments to eligible Citibank loan accounts with funds transferred from checking, savings and insured money market accounts.
- Make transfer payments to Citi Credit Cards with funds transferred from checking, savings and insured money market accounts.
- Initiate domestic and international wire transfers subject to applicable limits. If you send funds in a foreign currency, the foreign currency exchange will be at the then current Citibank rate, which will include a commission.
- Pay bills or send money to payees you designate from checking, and eligible Citibank loan products.
- Request stop payment on your personal checks.
- Get account information and/or statement update for checking, savings, insured money market accounts, eligible Citibank loan accounts, eligible investment accounts and Citi Credit Cards.
- Access information about Citibank and other Citigroup Affiliates, their products and services, and other items of general interest.
- Receive and send electronic messages to Citibank and other Citigroup Affiliates.

Before using Citibank Online for the first time, you will be asked to review and agree to the Citibank Online User Agreement. This agreement contains special terms and conditions about services provided to clients who access their account(s) through Citibank Online.

Citi MobileSM

Citi Mobile is a service available to every banking client with an activated Citibank® Banking Card ("Card"), a compatible wireless web-enabled cell phone or other type of mobile device ("Eligible Mobile Device") and a Citiphone Banking® Access Code. You can enroll to obtain account information and make selected transactions using your Eligible Mobile Device. The list of Eligible Mobile Devices is published at Citibank® Online and is subject to change without notice. There is no charge for using the Citi Mobile service.³

You agree to use the Citi Mobile service, and all related software provided to you by Citibank ("Software"), solely to access and use the service and agree not to decompile or reverse engineer the Software. Certain Software that Citibank uses to provide the Citi Mobile service has been licensed from a third party ("Licensor") that is not affiliated with Citibank.

Transactions initiated using the Citi Mobile service may constitute electronic funds transfers under federal law and regulation. Please review the section of the Manual entitled "Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions" for important information on your rights and responsibilities when making transactions using Citi Mobile. Instructions for reporting unauthorized electronic fund transfers are contained in each periodic statement for your account(s). You may only receive information about and/or make transfers between the accounts that are linked to your Card. You may only make bill payments to payees that are included in the Citibank bill payment Merchant Directory or to other personal payees that you set up in your account previously. The standard limitations on transfers⁴ and bill payments apply to transactions made through Citi Mobile, as more fully explained in the Manual.

The Citi Mobile service is provided "as is" and without warranty. You acknowledge and agree that from time to time, the Citi Mobile service may be delayed, interrupted or disrupted for an indeterminate

period of time due to circumstances beyond the reasonable control of Citibank including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used with the Eligible Mobile Device to access the wireless web, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. Citibank, its affiliates or a Licensor shall not be liable for any claim arising from or related to the Citi Mobile service arising from any such delay, interruption, disruption or similar failure. In no event will Citibank or any affiliate or Licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the Citi Mobile service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

By identifying a cell phone or other device as an Eligible Mobile Device for use with the Citi Mobile service, Citibank does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. You are responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such device with your telecommunications carrier.

Except as otherwise required by applicable law or regulation, Citibank may terminate your use of the Citi Mobile service and expand, reduce or suspend the type and or dollar amounts of transactions allowed using the service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in its sole discretion without prior notice.

³ Regular account charges will apply to services and features that are accessible through the Citi Mobile service. The telecommunications carrier for your Eligible Mobile Device may impose an extra fee in order to make such device 'wireless web enabled'.

⁴ Transfers using Citi Mobile from a Savings, Basic Savings, Market Rate, or any other type of savings or money market account are included in the six permitted transfers per statement period as described elsewhere in this Manual. The six limited transfers do not apply for savings accounts in Puerto Rico.

Citibank® Global Transfer Service

The Citibank Global Transfer Service is an optional service that allows you to make real-time funds transfers to the account of another Citibank client in the U.S. or in selected markets outside the U.S. The funds will be debited from your account and credited to the recipient's account immediately. You can access this new service via Citibank ATMS[®] or via Citibank Online. Domestic transfers are free. There is a \$5 per transfer sent to Mexico except for Account to Cash transfers, which can only be sent to Mexico, for a fee of \$8.00 per transfer. Transfers sent to the Philippines are \$8.00 per transfer. Transfers sent to other international destinations have a \$10 fee per transfer. For Citigold clients, the following fee schedule applies for using the Citibank® Global Transfer Service to transfer funds from a client's Citigold Account:

Country to which funds are transferred	If combined average balance in the Citigold Account two calendar months prior to the transfer was less than \$500,000	If combined average balance in the Citigold Account two calendar months prior to the transfer was \$500,000 or more
U.S. or India	Waived	Waived
Mexico	Waived	Waived
Philippines	\$8	Waived
All other countries	\$10	Waived

Existing Citigold customers will be eligible for these benefits starting May 1, 2007 if the combined average balance of all eligible accounts in their Citigold Account for March, 2007 is \$500,000 or more.

Citibank clients can use the optional Account to Cash feature of the Global Transfer Service to send money to Mexico for cash pick-up at any Banamex Branch in Mexico. At a Citibank ATM, when prompted, the sender must enter the complete name and address of the recipient in Mexico. At the end of the session, the sender will be provided with a "pick-up" number to provide to the intended recipient. With "Pick-up" number and accepted form of photo ID, the recipient can pick up the funds – easily and conveniently.

Mexico (Banamex Cash Pick-up).....US\$8.00

There is no fee for receiving a Citibank Global transfer into your account.

Any Citibank checking account or any Citibank savings, or Money Market account² can be used to fund a Citibank Global Transfer or to receive one. The minimum transaction limit is \$1, exclusive of the transaction fee. The transfer limits of Account to Cash transactions are US\$1,000 per day, and US\$2,500 per calendar week; Account to Account transfers are limited to US\$3,000 per day, and US\$10,000 per calendar week. Both Account to Cash and Account to Account combine into total transfer limits from a single account. Citigold and IPB Account to Account transfers are limited to US\$5,000 per day, and US\$25,000 per week from a single account. We may change these limits and may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries will be available through participating Citibank ATMs and Citibank Online.

Another feature of the Citibank Global Transfer is the ability to send funds in either U.S. dollars or in the currency of the destination country. For international transactions involving a currency conversion, Citibank's exchange rate includes a commission for conversion service which will be included in the periodic statements.

¹ This service may not be available at all Citibank ATM locations.

² Citibank ATM and Citibank Online transfers from a Savings, Basic Savings, Market Rate, or money market account are included in the six limited transfers per statement period as described elsewhere in this manual. The six limited transfers do not apply for savings accounts in Puerto Rico.

Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions

Please remember that your Citibank® Banking Card is valuable, and it is important for you to exercise care with it. Never lend your Citibank® Banking Card to anyone, and never accept advice from strangers while you are using it. Be sure to keep your PIN and CitiPhone Banking Access Code to yourself; they are an important means of protection for you.

Contact us immediately if you think your Citibank® Banking Card has been lost or stolen or, if you believe that an electronic fund transfer has been made without your permission using information from your check. The telephone is the fastest way to alert us that someone may be using your Citibank® Banking Card without your permission. You could lose all the money in your account (plus your maximum overdraft line of credit). If you have linked your Non-Financial Center Based Smith Barney Account to your Citigold Account you could also lose all of the available funds in that account (including your maximum Portfolio CreditLine (margin)). You should refer to your Smith Barney Client Agreement and Smith Barney Linkage Agreement related to your obligations for Electronic Funds Transfers involving your linked Non-Financial Center Based Smith Barney Account. Call CitiPhone Banking at 1-888-Citibank or by using the number located on the back cover of this agreement. Someone will be available to receive your call 24 hours a day.

If you cannot telephone, write us at the following address: Citicorp Data Systems Incorporated, P.O. Box 769004, San Antonio, TX 78245-9989. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission.

Notifying Us Quickly Limits Your Responsibility

(a) If you notify us within two business days after discovering your Citibank® Banking Card is lost or stolen or after discovering that someone has obtained access to your PIN, you will not be held responsible for any unauthorized transfers or withdrawals over \$50, providing that you are not trying to defraud us. We consider Saturday, Sunday and Monday as one business day and federal or state holidays as part of the business day which follows the holiday.

(b) If you do not contact us within two business days, and we can prove that we could have stopped someone from using your Citibank® Banking Card without your permission if you had told us, we can hold you responsible for any unauthorized transfer or withdrawal if it occurred between the end of the two-business-day notice period and the time you actually notified us. In any event, your maximum liability for such unauthorized transfers or withdrawals during this period is \$500.

(c) Also, if you think that a transfer or withdrawal shown on your periodic statement is incorrect, or if you believe an unauthorized transfer or withdrawal has taken place, including those made by card, code, or other means, contact us as soon as you can. We must be notified within 60 days from the postal date of the first statement we mailed to you on which the suspected problem appeared. By contacting us, you will not be liable for unauthorized transfers or withdrawals that occurred during the 60-day period, except for transfers and withdrawals resulting from a lost or stolen Citibank® Banking Card as indicated above. If you don't contact us within this 60-day time period, you could be held responsible for all unauthorized transfers and withdrawals that occurred between the end of the 60-day period and the time you actually notified us, and if the transaction could have been prevented if we had been notified.

(d) We'll extend the time periods if you were prevented from contacting us for a good reason (such as a long trip or hospital stay). If you call to notify us of a suspected error, we may request that you send us your complaint or question in writing. If we do, we must receive that information within 10 business days of your call.

(e) If your Citibank® Banking Card bears the MasterCard logo and is used in conjunction with an unauthorized transaction that does not require entry of the Personal Identification Number (PIN) assigned to your card, except as provided in paragraphs (c) and (d) immediately above, your liability for such unauthorized use will not exceed

(i) \$0 if (1) you report the loss or theft of your card within 24 hours of discovery of such loss or theft; and (2) you exercised reasonable care in safeguarding your card from the risk of loss or theft; and (3) you have not reported two or more incidents of unauthorized use to the bank in the immediately preceding 12 month period and (4) the account to which transactions initiated with your card were posted is in good condition; or

(ii) The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions of paragraph (e)(i), directly above have not been met.

Errors and Problem Resolution Procedures

If you think there has been an error in an electronic transaction, including the wrong amount of cash dispensed at a Citibank ATM or ATM network machine, an automatic deposit or a transfer that has not been credited properly, an incorrect Citibank ATM record or improper POS purchase receipt, contact us as soon as possible. There is a 24-hour telephone at each Citibank ATM, or you can call

CitiPhone Banking (see the back cover for phone numbers). NOTE: If the error concerns an ATM network transaction, be sure to contact Citibank or Smith Barney – depending on the account from which you were attempting to withdraw funds – not the financial institution that operates the machine.

To assist you, our CitiPhone Banking Center representative will need to know:

- Your name and account number
- The dollar amount of the suspected error
- The type, time and date of the transaction
- Why you believe there was an error
- Name of network (if applicable) and location of the machine

We will investigate and resolve each problem as quickly as possible. As soon as you contact us, we will start our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

Telling You the Results of Our Investigation

We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. However, if we asked you to put your complaint or question in writing, and we did not receive your letter within 10 business days, we will not re-credit your account. If you advise us of an error in connection with an electronic transaction initiated outside of the United States, its Territories and Possessions, and Puerto Rico, or a POS purchase, we will tell you the results of our investigation within 10 business days. If we need more time, we may take up to 90 days to investigate the matter. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error.

If you have opened the account on which you are alleging an error within the last 30 days, then we will tell you the results of our investigation within 20 business days. If we need more time, we may take up to 90 days to investigate your complaint or question. If we decide to do this we will credit your account within 20 business days.

We will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Our Responsibility to You

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you did not have enough money in your account to make the transfer.
- 2) If the transfer would have caused you to exceed your available credit.
- 3) If the automated teller machine where you are making the transfer did not have enough cash.
- 4) If you knew the Citibank proprietary ATM, network cash machine or POS outlet terminal was out of order and you used it anyway.
- 5) If circumstances beyond our control, or natural disasters such as fire or flood, prevented the transfer, despite reasonable precautions taken by us.
- 6) There are other exceptions stated in our agreement with you, such as:
 - a.) if we fail to stop payment on an automatic recurring transfer as you requested, but we did not receive your stop payment instructions at least three business days before the transfer was scheduled to be made, or

24

- b.) if, through no fault of ours, the money in your account was attached, subject to legal process or was blocked in some other way, or

- c.) if you are trying to defraud us.

Confidentiality at Citibank

You have a right to confidentiality, and we will not give anyone other than our employees, agents, affiliates and subsidiaries of Citigroup specific information about your Citibank accounts, except:

- When you give us your permission to give out the information
- When you have given Citibank as a credit reference
- When an inquiry is made regarding a check you have written
- If we close your account because it has been maintained in an unsatisfactory manner
- When we are required or permitted by law. For example, we are required to report to the Internal Revenue Service (IRS) when we become aware of currency transactions totaling more than \$10,000 in one day
- When we must give out the information to comply with legal process

Because our statements may include information about linked accounts belonging to more than one individual and your accounts with other Citigroup affiliates, statements released under a subpoena or as otherwise required or permitted by law may contain information regarding those other persons and accounts.

For additional information about our privacy practices, see "Our Privacy Notice," contained in this manual.

Account Transactions

What This Section Covers. This section governs the following accounts at Citibank: Checking, Basic Checking, Day-to-Day Savings, Basic Savings, Passbook Savings, Money Market, Citibank Market Rate, and Market Rate Plus Accounts.

Checkbook; Checks. When you open your checking account, you can order personalized checks through us. When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. You can choose from a wide variety of styles and colors. The cost varies depending on the style and quantity you select and includes postage and handling. We will automatically deduct the amount from your account balance after your order is processed. You are responsible for checking the accuracy of all information shown on your checks. If you find an error, please notify us immediately.

If you prefer, you may choose to use an independent supplier for your printed checks. However, we may refuse to accept or process checks provided through an independent supplier unless we have approved those checks in advance. You are responsible for ensuring that magnetic ink character recognition (MICR) is properly encoded on those checks. We reserve the right to return unpaid any check that is not properly MICR-encoded and you agree that we will not be liable for any losses resulting from nonpayment of any such check. We also reserve the right to assess a fee to cover the costs associated with the manual processing of checks that have not been properly MICR-encoded.

Deposits

Location. You can make deposits:

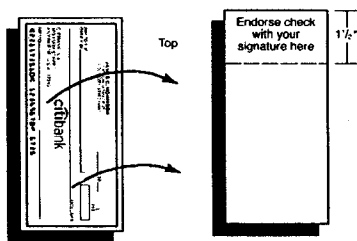
- By mail
- At any Citibank ATM in the U.S., 24 hours a day, 7 days a week, by using a deposit envelope and your Citibank® Banking Card. Envelopes are available at all Citibank ATM locations
- During regular banking hours, by going to a Financial Associate at any Citibank Financial Center in the United States or by using our Deposit/Payment Express boxes at selected branch locations

When Deposits Are Credited to an Account. Deposits received before the end of a business day will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the *Funds Availability at Citibank* section of the *Marketplace Addendum* and "Overdraft Protection" section on page 37 in this agreement for more information.

When Interest Begins To Accrue: Citigold Interest Checking, Interest Checking, Day-to-Day Savings, Passbook Savings, Basic Savings, Market Rate and Market Rate Plus Accounts. Money deposited to these accounts at a Citibank ATM before the end of any business day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a business day (or earlier posted time) or on a non-business day earn interest from the next business day. For interest purposes, the business day is extended to 6:00 PM (local time) for deposits made at Citibank ATMs. Please see the *Marketplace Addendum* for definition of "Business Day".

When Interest Begins to Accrue: Money Market Accounts. Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds. This date will be no later than the second business day after the business day the check deposit is received. Interest will be paid on cash deposits to these accounts beginning on the business day the cash deposit is received.

Endorsements. To ensure that your check is processed without delay, you must endorse your check correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the "top" edge (as shown in the picture below). Turn the check over and sign your name and write your account number. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.



Our Right To Refuse Deposits. We may, at our discretion, refuse to accept funds for deposit to your account for any reason, including but not limited to:

- Checks with multiple payees or endorsements, if we are unable to verify all signatures
- Checks which we have reason to doubt are collectible
- Double endorsed government checks

We will, to the extent practicable, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection or processing is completed.

Direct Deposit.

Payroll. Arrangements can be made to have your paycheck deposited directly to your checking, savings or money market accounts. Find out if your employer uses a Direct Deposit payroll service.

Social Security. You can have your Social Security checks or any other federal payment deposited directly to your checking, savings or money market accounts. Arrangements for direct deposits can be made at any financial center or through Citibank® Online.

Returned Deposit. If you deposit a check or other item that is returned to us unpaid, we will deduct the amount of the returned check or other item from your account balance and return the check or item to you. When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, represent those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that Citibank is not responsible for any loss or damage you may incur as a result of us not notifying you when such check or other item was first returned. At our option, the check or other item may be represented electronically by us.

Rate Information. Rates for interest checking, savings, and Money Market accounts are determined by Citibank at its discretion and can change at any time. For current interest rates and annual percentage yields, visit your financial center and ask for a copy of the Consumer Rate Sheet, or call CitiPhone Banking® at the toll-free number located on the back cover of this manual or access this information on Citibank® Online.

Interest Calculation.

CDs and Market Rate Accounts. Please refer to your Marketplace Addendum for information concerning interest calculation for these accounts.

All Other Accounts. Interest is compounded daily and is credited to your account monthly. When interest begins to accrue, it is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for leap years.

Rates for Citigold Interest Checking. We use the average daily balance method to calculate the interest on Citigold Interest Checking. This method applies a daily periodic rate to the average daily balance for the statement period. The average daily balance for the statement period is calculated by adding the principal in the account for each day during the statement period and dividing that figure by the number of days during this period that your account was open. The average daily balance for the statement period is not used for the calculation of the interest rate paid on the account.

The rate used to calculate interest for the statement period is the average of the daily periodic rates in effect during the statement period. The rates paid on the account are tiered so that amounts in higher balance levels in the account can earn a different rate. Please see the Citigold section of the Marketplace Addendum for a listing of the applicable tiers. When the balance exceeds the upper limit of a tier only the incremental amount in the higher tier will receive the rate paid for the higher balance range. This can result in

your account earning a daily periodic rate that is a weighted average of the rates paid for the balances in each of the applicable tiers.

The daily periodic rate used in the interest calculation is determined by the average daily balance for interest calculation which is different than the average daily balance for the statement period because it is based upon the period that starts the business day before the first day of the statement period and ends the business day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

Rates for Interest Checking, Money Market Accounts. We use the average daily balance method to calculate the interest on these accounts. This method applies a periodic rate to the average daily balance for the applicable monthly period. The average daily balance is calculated by adding the principal in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period. For Interest Checking, the rate used to calculate interest for the period is the average of the daily periodic rates in effect during the period. For Money Market Accounts, except those linked to an EZ Checking account, the interest rate that is applied is the average of the daily rates for your balance range for each calendar month prior to the end of each applicable monthly period. For Money Market Accounts linked to an EZ Checking account, the interest rate you earn will be paid at the lowest tiered rate established for the account regardless of the balance in your Money Market Accounts.

Rates for Day-to-Day Savings, Basic Savings and Passbook Savings Accounts. We use the daily balance method to calculate the interest on these accounts. This method applies a daily periodic rate to the principal in the account each day.

Interest on Closed Accounts

Passbook Savings Accounts. No interest is paid on the account for the calendar month in which the account is closed.

Citigold Interest Checking, Interest Checking, Basic Savings, Day-to-Day Savings Accounts. No interest is paid on the account for the monthly period in which the account is closed.

Money Market Accounts. If the account is closed before the end of the monthly period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly period, interest will be paid at the rate paid on the account for the prior monthly period
- If the account was not open for a full monthly period, interest will be paid at the rate in effect on the day the account was opened for the lowest tiered balance range

Transfers (Other than Recurring Bill Payments)

Automatic Transfers. You can arrange for us to make automatic transfers between accounts through Citibank® Online or by calling CitiPhone Banking at the number located on the back cover of this agreement. The minimum amount for each transfer is \$10, and transfers can be arranged on a weekly, every-other-week or monthly basis.

All checking, savings, Money Market Accounts permit automatic transfer withdrawals and accept automatic transfer deposits. Examples of these are monthly interest transfers from your savings to your checking or monthly transfers to fund your IRA. You can also pay some Citibank personal loans, real estate loans, as well as Checking Plus® overdraft protection with automatic monthly transfer payments from your checking, savings, Money Market account.

You authorize these transfers in advance and they do not require a Citibank® Banking Card or any further action on your part. If you've

arranged for this type of transfer, you can use Citibank® Online, visit any Citibank ATM location or call CitiPhone Banking to confirm that it was made.

If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary, it is the responsibility of that person or company to notify you of that fact. If the amount of the payment is greater than it normally would be, the payee is required to notify you in writing at least 10 days prior to the specified payment date.

You may choose instead to get this notice only when the payment would differ by more than a certain amount or percentage from the previous payment, or when the amount or percentage would fall outside certain limits that are set.

Canceling an Automatic Transfer. You can cancel an automatic withdrawal or payment from your account by calling or writing to us. To cancel an automatic transaction, we must receive your instructions at least three business days before the transfer is scheduled to be made. Write or call us at CitiPhone Banking (see the back cover and your periodic statement for telephone numbers and address). If you request a cancellation by phone, we may ask you to confirm your instructions in writing within two weeks. If you order us to cancel a scheduled transfer and we do not do so, we will be liable for your losses or damages.

Limits on Transfers. Federal regulations require us to limit the number of transfers of the following types from Passbook Savings, Day-to-Day Savings, Basic Savings, Money Market, and Market Rate Accounts: checks you write; automatic transfers (including Safety Check transfers); recurring payments you set up in advance; payments and transfers you authorize using a telephone or Citibank Online; and transfers you make using Citibank Global Transfer Service.

The maximum number of transfers of these types permitted are: six per statement period from Day-to-Day savings, Basic Savings Account, Market Rate Accounts; and six per statement period for Money Market Accounts, of which no more than three may be check, Point of Sale (POS), and/or debit card. If you have reached either of these limits, we may refuse to process a transfer that you are requesting using a telephone.

If these limits are exceeded three times in a twelve month period, we will, in our sole discretion, either restrict access to your account, close your account, or transfer the funds in the account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity.

There is no limit on the number of transfers between your linked accounts maintained at the same Citibank legal entity* that you can make in person at a Financial Center, at a Citibank ATM, or at ATM network machines.

* The different Citibank legal entities are described in the "Definitions" section of this Client Manual on page 3.

Funds Transfers. The following terms apply to domestic or international transfers of funds, other than transfers performed using the Citibank Global Transfer Service, initiated at or through a Citibank Financial Center, including wire or cable transfers. In addition to the information provided here, please refer to any funds transfer agreement you may receive when you initiate such a request.

When you place an order to transfer money, you authorize us to debit your account for the amount of the order, and you authorize us to charge your account a service fee in accordance with our fee schedule in effect at the time of your order.

In placing the order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary

bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging three things:

- You know that the beneficiary bank may credit an account based on that account number
- The beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer
- Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not Citibank's

International Transfers. For funds transferred to beneficiaries and beneficiary banks in other countries, we will normally convert the funds to the currency of the destination country, at the current Citibank currency conversion rate. If you want the funds sent in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency.

The local bank may charge a fee for currency conversion. The actual amount that the beneficiary receives may be reduced by charges imposed by the beneficiary bank, including charges for exchange of currency.

An international transfer of funds into your account may be reduced by fees imposed by the sending bank or by any correspondent bank, including Citibank.

In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at the current Citibank, N.A. conversion rate. Citibank's conversion rate for both outgoing and incoming foreign fund transfers includes a commission for the conversion service.

Security Procedures. When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction. The procedure depends on the means by which you provide instructions to us. The procedure may entail a telephone call back when your funds transfer order exceeds a predetermined dollar threshold. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by the resulting transfer, whether or not authorized by you, provided we have accepted the transfer order in accordance with our established security procedure.

Claims. You have the responsibility to let us know of any error, delay or other problem with your funds transfer within 30 days from the date you receive notification that we have transferred the funds. In the event of an error or delay with respect to your funds transfer caused by Citibank, our sole obligation to you is to pay or refund such amounts as may be required under applicable law. In no event will we be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by Citibank shall be at Citibank's savings account rate.

If you fail to notify us of any claim concerning your funds transfer within one year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

Delays or Non-Execution of Transfers. We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank.

Canceling or Changing a Transfer. If you decide to cancel or change your funds transfer order, you may do so only if we receive your

instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. Citibank and/or the beneficiary bank may impose a charge for canceling or changing a funds transfer and for any required currency conversion. Citibank will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

Rejecting a Transfer Request. We reserve the right to reject your order for a funds transfer. We may reject the order if you have insufficient funds in your account. We may reject the order if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us. See "Withdrawal Refusals" on page 33 for other reasons we may reject a funds transfer request.

Cut-Off Time for Executing Your Transfer Request. If your order for a funds transfer is received by us at or after our established cut-off hour for processing wires (check your local Financial Center for cut-off hours), your order may not be processed until the next business day.

Incoming Funds Transfers. Notice of incoming fund transfers to you will be deemed to have occurred when you receive your periodic bank statement containing a credit to your account for the funds received. Also, you can call CitiPhone Banking to determine if a transfer has been credited to your account.

ACH Provisional Credits. Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

Withdrawals

Where To Make a Withdrawal.

At a Financial Center. You can withdraw up to your available balance by cashing a check or making a withdrawal. You may be requested to present identification.

At a Citibank Proprietary ATM. You can use your Citibank® Banking Card to withdraw cash from any of your accounts. For information on applicable withdrawal limits, please see the "Cash Withdrawals" section on page 14.

At an ATM Network Machine. With your Citibank® Banking Card, you can also get cash at participating network ATMs. There may be a transaction fee for non-Citibank ATM network machine withdrawals. In addition, the financial institution which owns the machine may charge you a fee for the withdrawal.

Writing a Check. You can write a check for any amount up to the available balance in your checking account or Money Market Account by using one of the personalized checks you receive from us. Checks must be written in U.S. dollars. We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

Paying Your Checks. The decision to pay your check or return it unpaid is made at the time the check is presented to Citibank, or earlier if Citibank receives electronic notification that a check you wrote has been presented for deposit at another bank. We may ignore any legal copy appearing on your checks (such as "Void after 60 days"). Citibank's decision to pay or not to pay a check is based on funds available in your account and other factors. See "Overdrawing Your Account" and "Withdrawal Refusals" on pages 32-33. Our decision regarding payment of your check is final when made and will not be affected by any subsequent deposits to your account.

Note: As checks you have written are presented to us for payment during the course of a business day, we will place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds are applied against processing of those checks later that day.

Post-Dated Checks. You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

All States Except New York. According to state law, if you write a postdated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify Citibank at the time you write the check. In order for your notice to be effective, you should call the CitiPhone Banking® and give us the number, payee and date of the check. You may also send written notice of your postdated check request to us at the address printed on your periodic statement. An oral or written request to register a postdated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A postdated check will be registered only if the notice is received at such time and in such manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We will pay any postdated check that has not been properly registered with us or not registered in a timely manner.

Checks with Stale Dates: We have the right to pay a check even though the date on it is more than 6 months old. To make sure a check will not be paid, you should place a Stop Payment Order on it.

Stop Payment Orders: Any signer on the account can instruct us to stop payment on a check that has not been paid.

You can issue a stop payment order by using Citibank Online or calling CitiPhone Banking®. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. We will confirm receipt of your order in writing, and you should advise us immediately of any changes or corrections. A stop payment order will stay in effect for 6 months, unless you instruct us to cancel it or to renew it, provided we have not already returned the check. The order may be renewed for additional six-month periods. You'll need to provide your account number, the check number and amount, and the date the check was written. If this information is not exactly correct, the stop payment may not be effective.

We may pay the check when the stop payment order expires. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order.

If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

You cannot place a stop payment order on official checks or international cheques, except when such checks have been lost, stolen, or destroyed. If such a check is lost, stolen, or destroyed within 90 days of the date the check was issued, you and/or the payee must sign a "Stop Payment Request and Indemnity" form. You may also be required to purchase a surety bond for twice the amount of the instrument. If you report the check lost, stolen or destroyed after 90 days of its issuance, the bank will require you to sign a "Stop Payment Request and Indemnity" form.

Overdrawing Your Account. In the event the available balance in your account is insufficient to cover your day's transactions, we generally will utilize the following payment hierarchy:

We pay all electronic debits (ATM withdrawals, ACH debits, online bill payments, and point-of-sale transactions) first. We then process all

debits for purchasing of securities through Smith Barney. If available funds remain after processing these transactions, we pay your checks in the order of largest to smallest dollar amount. For accounts maintained with a Financial Center located in the State of Texas, we will pay your checks in order of the smallest to the largest dollar amount.

In the event of insufficient funds to pay your checks, we may return your checks and charge you a fee. At our sole discretion, we may create an overdraft by paying the check or permitting the transaction. Either way, there will be a service charge. (See *Service Fees and Charges section of the Marketplace Addendum*.) Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds. We have a line of credit called Checking Plus, which will cover these checks and prevent returned or "bounced" checks. We also have Safety Check, which lets you link a Money Market or Day-to-Day Savings account to cover overdrafts or use of uncollected funds in your checking account.

Withdrawal Refusals. In some instances, we may refuse a request for a withdrawal from an account. The following is a list of the most common reasons we refuse withdrawal requests:

- If the funds you wish to withdraw are not yet available (See *the Funds Availability at Citibank section of the Marketplace Addendum*.)
- If there are insufficient funds in your account
- If you use a type of check not acceptable to us
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal
- If the account is pledged as collateral for a loan
- If we have been ordered by a court or other legal process not to permit the withdrawal
- If you do not present us with appropriate identification or any other information that we may require
- If we are aware of any dispute relating to the account
- If we have some suspicion of fraud, irregularity, or illegality.

Withdrawal Notice. We reserve the right to require seven days advanced notice before permitting a withdrawal from all checking, savings and Money Market accounts. We are required by law to reserve this right, but we do not presently exercise it.

Check Cashing

Your Own Checks. You can cash a check at any Financial Center, for any amount up to the available balance with your Citibank® Banking Card or acceptable identification.

Third-Party Checks. You can cash a third-party check (one you received from another person) at any Financial Center, up to the available balance in your accounts using your Citibank® Banking Card as identification. A hold will be placed on your Citibank accounts for the amount of the check until the check clears. If a check you deposit or wish to cash is payable to a party other than yourself, or is payable jointly to you and another party, we may require that the other party's endorsement be verified or guaranteed before we accept the check. We also reserve the right to refuse to accept such a check for either encashment or deposit. We do not accept double-endorsed government checks.

When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a Financial

Center if the check is for \$5,000 or less.* Otherwise, the payee will be required to deposit the check to an account at Citibank or elsewhere. For checks presented for encashment to a California or Nevada financial center by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

*Checks drawn on the Financial Center located in Delaware must be presented to that location for encashment.

Demand Drafts. If you provide your account number to a third party in order to charge your account by means of one or more demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such drafts, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor demand drafts. We may refuse to honor demand drafts without cause or prior notice, even if we have honored similar items previously.

You may not deposit demand drafts (items not bearing the maker's signature, but purporting to be authorized by the maker) to an account with us without our prior, express written consent. If you deposit demand drafts with us, you agree that we may withhold a portion of the proceeds of such drafts in a reserve account, in an amount that we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such drafts were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned demand drafts will not be limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this agreement. We may discontinue accepting demand drafts at any time without cause or prior notice.

Electronic Presentation of Checks. When you write a check to a third party, such as a merchant, that party or its depository institution may present that check electronically for payment instead of sending us the paper check. When we receive these items in electronic form, they are debited against your account the same as if we had received the actual paper check.

Account Statements and Notices

You can get your current balance and available balance anytime at a Citibank ATM, by calling CitiPhone Banking (available 24 hours a day, seven days a week), at ATM network machines and through Citibank® Online. See the section entitled "The Citibank® Banking Card" on page 12 for details on account information available to you.

Periodic Statements. We will mail you a periodic account statement (except for Passbook Savings accounts) showing all activity, all transactions made with your Citibank® Banking Card, all transfers you authorize in advance, and other account information for the statement period. It will include:

- A summary of your linked balances
- An itemized listing of your transactions by date, including information about checks presented against your account.

Account packages with Checking, Checking Plus and linked Retirement Plans will receive monthly statements. All other account packages will receive a statement whenever there is consumer activity or every three months, whichever comes first. Quarterly statements are produced January, April, July and October of every year.

You can arrange to receive separate statements for your linked Citibank, N.A. account components by calling CitiPhone Banking.

Cancelled Check Options for Citigold Accounts. Unless you elect otherwise, we will not mail to you either your original cancelled checks or images of your cancelled checks with your periodic statement. Instead, Citibank will retain copies of your cancelled checks for a period of time.

Images of your cancelled checks presented within the past ninety (90) days are available to you through Citibank Online. If you prefer, you may elect to have your check images or original cancelled checks delivered with your periodic statements. You must speak with an Account Representative in order to sign up for this service. Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you. The "Checking Activity" section of your statement will list all checks paid during the statement period.

Additionally, you may request a copy of any of your cancelled checks by calling Customer Service. Please refer to the Schedule of Service Fees and Charges for All Accounts in the Marketplace Addendum for applicable fees.

Cancelled Check Options for all Other Accounts. We will not mail to you either your original cancelled checks or images of your cancelled checks with your periodic statement. Instead, Citibank will retain copies of your cancelled checks for a period of time.

Images of your cancelled checks presented within the past ninety (90) days are always available to you at no charge through Citibank Online. Depending on the account package you have chosen, you may also be able to elect to receive images of your cancelled checks with your periodic statement. If this option is available for the account you have opened, you must speak to an Account Representative in order to sign up for this service. Please refer to the Marketplace Addendum for additional information as to whether this service is available for the account you have selected.

Please note that if you receive check images with your statement, included among the imaged checks may be some checks which have been presented for payment but which were returned unpaid after your statement was prepared and sent to you. The "Checking Activity" section of your statement will list all checks paid during the statement period.

Additionally, you may request a copy of any of your cancelled checks by calling Customer Service. Please refer to the Schedule of Service Fees and Charges for All Accounts in the Marketplace Addendum for applicable fees.

Passbook Savings Accounts. When you open a Passbook Account, we will give you a passbook in which your aggregate account activity can be entered; however, you do not need to present your passbook to transact on your account. You can have your passbook brought up-to-date by bringing it to any Financial Center or by mailing it to your home Financial Center.

If your passbook is lost, stolen or destroyed, notify us immediately. Once the necessary forms are completed and processed, we will issue a replacement passbook with a new account number.

Records and Receipts. When you complete a transaction using your Citibank® Banking Card, you can get a Citibank ATM Banking Record or ATM network record indicating the date, time, amount, location and other details of the transaction.

How Checking Accounts are Maintained

For accounting purposes, all Citibank consumer checking accounts (Regular Checking, Citigold Interest Checking, Interest Checking and Basic Banking Account) consist of two sub-accounts; a transaction sub-account to which all financial transactions are posted; and a holding sub-account into which available balances above a pre-set level are transferred daily. Funds will be transferred to your transaction

sub-account to meet your transactional needs. For Regular Checking and Basic Banking Account, both sub-accounts are non-interest bearing. For Citigold Interest Checking and Interest Checking, both sub-accounts pay the same interest rate.

Transfers can occur on any business day. Transfers to the holding sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the holding sub-account to the transaction sub-account will be made whenever transaction sub-account balances fall below a predetermined level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the holding sub-account will be transferred to the transaction sub-account in the sixth transfer in any calendar month. Both sub-accounts are treated as a single account for purposes of the client's deposits and withdrawals, access and information, tax reporting, fees, etc.

Substitute Checks and Your Rights

What is a Substitute Check? The following information applies to those customers who receive a "substitute" check from us instead of the original check (such as those customers receiving original paid checks with their periodic account statements).

Federal law allows banks to replace original checks with "substitute checks". A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check." Under the law, a substitute check is the "legal equivalent" of the original check. In other words, it can be used in the same way and for all purposes you would use the original check.

Your Rights. The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to these transactions remain unchanged and are described in other sections of this Manual. Please note these rights also do not apply to images of checks furnished to you or viewed through Citibank Online.

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check you have received from us is incorrectly posted to your account (for example, if your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the charge. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within 10 business days after we receive a complete claim from you and the remainder of your refund not later than 45 calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

Filing a Claim. If you believe a substitute check you have received from us was improperly debited to your account, please call CitiPhone Banking at the number indicated on the back cover of this Manual. You must contact us within 40 calendar days of the date we mailed or otherwise made available to you the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain

situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten business days from the day you first notified the bank of your claim. If you are not able to contact us by telephone, you may also write to us at the following address:

Citicorp Data Systems Incorporated
P.O. Box 769014
San Antonio, TX 78245

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why original check is needed to determine validity of charge to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

Overdraft Protection

This section outlines two services that are designed to help you cover overdrafts, as well as give you access to uncollected funds in your checking account.

Checking Plus® (variable rate)

Checking Plus is a personal line of credit linked to your Citibank checking account that provides overdraft protection and allows you to borrow the extra cash you need. You can write checks or withdraw cash at any time directly from your credit line – without overdrawing your checking account – up to your available credit limit. Checking Plus also provides you with access to deposited funds that are not yet available in your checking account.

Safety Check

Safety Check covers overdrafts with transfers from your linked Money Market or Day-to-Day Savings account. There is a fee for this service. Safety Check will not permit you to get cash or transfer funds from your checking to other accounts if there are insufficient funds in your checking account. The linked contributing account also covers the use of deposited funds that are not yet available in your checking account.

Contributing Accounts. When you sign up for Safety Check, you may select one account you maintain at Citibank as your "contributing account." It can be either a Day-to-Day Savings or Money Market account. Other types of deposit accounts are not eligible contributing accounts. Only available funds in your contributing account can be used for Safety Check coverage. Funds in your contributing account will not be held or set aside until the funds are actually transferred to cover an overdraft or payment against uncollected funds. You will continue to have full access to them, and they will continue to earn interest.

If the checking or contributing account is a joint account, all owners must authorize Safety Check coverage.

Transfer Maximums. No more than \$99,999.99 per calendar month will be transferred from your Day-to-Day Savings account or per monthly period from your Money Market Account to cover overdrafts or use of uncollected funds in your checking account. If one or more transactions cause your checking account to have a negative available balance on a given day, and if you have available funds in your contributing account to cover them, only one transfer will be processed for the total amount transferred to cover the transactions.

Federal regulations require Citibank to limit the total number of certain kinds of transfers (including Safety Check transfers) from your contributing account. The total permitted from Day-to-Day Savings, and Money Market Accounts is six per statement period. For details, see "Limits on Transfers" on page 29. If the total number of transfers has reached the applicable limit, no Safety Check transfers will be made for the remainder of that calendar month or statement period, and checks which overdraw your checking account will be returned.

Foreign Exchange Services

Citibank's World Wallet® offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. You can order foreign currency simply by calling CitiPhone Banking®.

If you place your order before 3:00 PM Eastern Time, your order will be delivered by the end of the next business day to a Financial Center you select, or directly to your home or office for an additional nominal charge. For deliveries to your home or Place of Business (POB) limits apply as follows: foreign currency \$3,000.00. Foreign currency is available in over 100 different currencies. For more information about these services, you may call CitiPhone Banking or 1-800-756-7050.

Your account will automatically be debited by us for the amount of your order, plus any applicable service charges.

Limitation of Liability. Citibank assumes no responsibility and makes no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

Resolution of Disputes by Arbitration

***Note to Clients holding accounts at Financial Centers located in California:** The provisions in this arbitration section do not apply to deposit, Ready Credit, or Checking Plus® accounts held at Financial Centers located in California.

THIS SECTION CONTAINS IMPORTANT INFORMATION FOR CLIENTS APPLYING FOR DEPOSIT, READY CREDIT, CHECKING PLUS® OR CHECKING PLUS (VARIABLE RATE) ACCOUNTS AND THE SERVICES RELATED THERETO ON OR AFTER AUGUST 1, 2001. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.

Agreement to Arbitrate Disputes. You agree that by opening an account with us on or after August 1, 2001 or accepting any of the services described in this Client Manual, either you or we may elect to require that any dispute between us, or concerning your other Citibank deposit, Ready Credit, Checking Plus or Checking Plus (Variable Rate) accounts, except those disputes specifically excluded below, be resolved by binding arbitration.

Disputes Covered by Arbitration. If you open a deposit, Ready Credit, Checking Plus or Checking Plus (Variable Rate) account with us on or after August 1, 2001, any claim relating to or arising out of that account and any unresolved claim relating to any existing or prior deposit, Ready Credit, Checking Plus or Checking Plus (Variable Rate) account with us will be subject to arbitration. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, safe deposit box services, wire transfer services, and use of a Citibank® Banking Card or Citibank® Banking Card displaying the MasterCard logo. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, or a representative or agent. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims as counterclaims, cross-claims, third party claims, interpleaders or otherwise. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions.

Disputes Excluded from Arbitration. Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advances only an individual claim for relief.

Commencing an Arbitration. The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or National Arbitration Forum. If you initiate the arbitration, you must notify us in writing at Citibank, Litigation/ Arbitration Unit, One Court Square, 43rd Floor/Zone 9, Long Island City, NY 11120. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums at the following addresses:

American Arbitration Association: 335 Madison Avenue – 10th Floor
New York, NY 10017-4605
www.adr.org

National Arbitration Forum: P.O. Box 50191
Minneapolis, MN 55405
www.arbitration-forum.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location.

Administration of Arbitration. The arbitration shall be decided by a single arbitrator, unless either party to the arbitration requests a panel of three arbitrators in which case the arbitration shall be conducted by a panel of three arbitrators (said arbitrator or arbitrators hereinafter referred to as "the arbitrator"). The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act. The arbitrator shall be empowered to award any damages or other relief provided for under applicable law and will not have the power to award relief to, or against, any person who is not a party to the arbitration. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us. The award of the arbitrator shall be final and binding,

subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. The award of the arbitrator can be entered as a judgment in any court having jurisdiction.

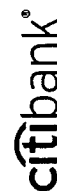
Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. If either you or we request a panel of three arbitrators, the party making the request shall pay the fees of those additional arbitrators unless the arbitrator rules otherwise. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, except to the extent the arbitrator assess costs of the arbitration to either you or us.

No Class Action or Joinder of Parties. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

Severability, Survival. These arbitration provisions shall survive (i) termination or changes to your deposit, Checking Plus or Checking Plus (variable rate) or Ready Credit accounts, or any related services we provide; (ii) the bankruptcy of any party; and (iii) the transfer or assignment of your deposit, Checking Plus or Checking Plus (variable rate) or Ready Credit accounts, or any related services we provide. If one or more of these arbitration provisions are deemed invalid or unenforceable, the remaining portions shall nevertheless remain valid and enforceable.



This is a copy of the signature card signed by customers at account opening.
DATE: CITIBANK ACCOUNT

Account Title: _____		Check appropriate box: <input type="radio"/> Individual <input type="radio"/> Joint <input type="radio"/> UTMA <input type="radio"/> Trust <input type="radio"/> Estate <input type="radio"/> Other _____		<input type="radio"/> Exempt from backup withholding	
Address: _____					
Account Number(s): _____					
SIGNER	TAX ID NUMBER	ISSUE/LINK TO CITIBANK® BANKING CARD			

Citibank is allowed by law to share with its affiliates any information about its transactions or experiences with you. Unless permitted by law, Citibank will not share among its affiliates other information about you that Citibank gets at any time from you or from third parties (for example, credit bureaus), if you check: ☐ Signer 1 ☐ Signer 2 ☐ Signer 3 ☐ Signer 4 ☐ Signer 5.

TAX CERTIFICATION: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) The IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien). **Certification Instruction:** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature Signer 1	Date	Signature Signer 2	Date	Signature Signer 3	Date
Signature Signer 4	Date	Signature Signer 5	Date		

TERMS FOR CONSUMER ACCOUNTS

By signing the reverse side of this card, I authorize Citibank ("you") to accept instructions from me to open/close accounts, apply for credit and request services, without my further original signature. You may accept my oral or electronic instructions with the same effect as if I had signed them. I agree to follow your security procedures and to provide my signature upon request. You may at any time refuse to accept such instructions. I authorize you to record and monitor my telephone calls as evidence of my instructions and for service quality purposes. In addition, I authorize you to obtain a consumer report in connection with the application, opening, update or renewal of any loan or deposit account I apply for or open and I understand that you may obtain such reports. I also authorize you to use these consumer reports to consider me for other programs with Citibank. Upon request, you will inform me if a consumer report has been obtained and will give me the name and address of the agency furnishing the report.

NON RESIDENT ALIEN TAX CERTIFICATION NOTICE (If joint account holders, each must provide a separate tax certification):

Foreign persons who receive certain types of U.S. income must provide IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) or a substitute Form W-8BEN to: (1) Establish that you are a foreign person; (2) Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided; and (3) If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. Form W-8BEN should be used for Foreign Estates and Foreign Complex Trusts. Form W-8IMY should be used for Foreign Grantor Trusts, Foreign Simple Trusts and Foreign Partnerships. Also, Foreign Partnerships may, in limited instances, give a Form W-8ECI.

• If you are a Foreign Person (Individual), initial here _____ and complete IRS Form W-8BEN or substitute Form W-8BEN. NOTE: If one owner of the account(s) is a U.S. Person, that person's name and SSN will be used for U.S. Tax Reporting and withholding (if applicable) purposes.

For Bank Use Only

For each signer who is not a US citizen you must note his/her response when asked if they are a public figure or a related individual: Check the box that applies to each signer (indicate yes or no for each) and place your initials to the right.

Signer 1 ☐ Yes ☐ No Signer 2 ☐ Yes ☐ No Signer 3 ☐ Yes ☐ No Signer 4 ☐ Yes ☐ No Signer 5 ☐ Yes ☐ No Associate's Initials _____



Our Privacy Notice

Our goal is to maintain your trust and confidence when handling personal information about you.

YOU HAVE CHOICES

As a Citibank* customer, you have the opportunity to make choices about how personal information about you may be shared. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

SECURITY OF PERSONAL INFORMATION

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

ABOUT THIS NOTICE

We are providing this privacy notice to consumer clients who purchase products or receive services from us for personal, family or household purposes ("you"). This notice tells you how we collect, handle, and disclose personal information about you. If you want to limit our disclosing this information, please see the **Privacy Choices Form** on panel v of this notice. If you are a joint account holder, we will accept instructions from either of you and apply them to the

*All references to Citibank refer to Citibank N.A.

entire account. This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

Personal Information We Collect and May Disclose

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports and other information relating to your creditworthiness.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

The term "personal information," as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you, as described in the Privacy Choices Form.

Affiliates to Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the names CitiFinancial, CitiMortgage, Smith Barney, and Primerica.

Nonaffiliated Third Parties to Whom We May Disclose Personal Information

Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup.

We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in **Box 1** on the **Privacy Choices Form**, we will not disclose personal information about you except as follows. First, we may disclose personal information about you as described above in "Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your account, to protect against fraud, and to protect the security or confidentiality of our records.

YOUR PRIVACY CHOICES

This section describes your privacy choices. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

Disclosing to Nonaffiliated Third Parties (Box 1)

As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you fill in **Box 1** on the **Privacy Choices Form**.

Sharing with Citigroup Affiliates (Box 2)

Our ability to share information with our affiliates helps us to more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates any information about our transactions or experiences with you. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in **Box 2** on the **Privacy Choices Form**.

Information for Vermont and California Customers

In response to a Vermont regulation, we will automatically treat accounts with Vermont billing addresses as if you filled in **Box 1** and **Box 2** on the **Privacy Choices Form**. And if we disclose personal information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

In response to a California law, we will automatically treat accounts with California mailing addresses as if you filled in **Box 1** on the **Privacy Choices Form** and will not disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. To further restrict sharing with affiliates as described in this notice, you can fill in **Box 2** on the **Privacy Choices Form**.

PRIVACY CHOICES FORM

To limit disclosures of personal information about you as described in this notice, you can call us toll free at the Customer Service number shown below. Or you can fill in the appropriate box or boxes to indicate your privacy choices and send the form to the address listed below.

Be sure to include your Citibank Banking Card number or Citibank account number below.

1. ☐ Limit the personal information about me that you disclose to nonaffiliated third parties.
2. ☐ Limit the personal information about me that you share with Citigroup affiliates.

My Citibank® Banking Card or
Citibank account number is: _____

(PLEASE PRINT)

Name _____

Address _____

City _____ State _____ ZIP _____

If you filled in any of the boxes above,
please mail this form in a stamped envelope to:

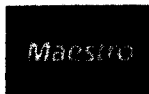
Citibank Processing Center
Mail Stop CBL
P.O. Box 769022
San Antonio, TX 78245-9022

**Or call us toll-free at 1-888-214-0017,
to inform us of your privacy choices.**

**Please allow approximately 30 days from our receipt of
your privacy choices for them to become effective.**

If you are also a customer of other Citigroup affiliates and you receive a notice of their intent to share certain information about you, you will need to separately notify them if you do not want them to share such information.

You can use your Citibank® Banking Card
wherever you see these symbols.



Citibank® Banking Card with the MasterCard logo
will be accepted at participating merchants.



publix.



To find the most convenient location, you can call:
1-800-CITI-ATM, 24 hours a day, 7 days a week. Also visit us
at world wide web at www.citibank.com/locations.

Note: Not all accounts are accessible at every ATM network machine. Assistance is also available 24 hours a day, 7 days a week, at phones located in Citibank ATMs.

CitiPhone Banking®

Toll-Free

1-888-CITIBANK

To call collect from outside the US

1-210-677-0065

For the speech and hearing impaired – call our Text Telephone TDD

1-800-945-0258

- To report errors or to ask questions about electronic transfers
- To obtain current interest rates and annual percentage yields
- For balance inquiries or other kinds of account information
- To transfer funds between your accounts
- To report a stolen, missing or damaged Citibank® Banking Card
- To order checks
- To request a stop payment on a check

Other Customer Service Telephone Numbers*

Citibank® Online

1-800-374-9700

Citibankonline.com

Contact your Financial Advisor or Smith Barney

1-800-846-5200

Text Telephone (TDD)

1-800-568-3405

Retirement Plan Services

1-800-695-5911

Text Telephone (TDD)

1-800-788-6775

Citigold Customer Service for Accounts with linked Smith Barney
Investment Accounts (if your Financial Advisor is inside a
Citibank Financial Center) or for relationships which do not
contain a linked Smith Barney Investment account

1-888-CITIGOLD

(1-888-248-4465)

Citigold Customer Service for Accounts with linked Smith Barney
Investment Accounts (if your Financial Advisor is outside a
Citibank Financial Center)

1-866-793-3977

Citibank MasterCard or Visa

1-800-950-5114

Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

* To ensure quality service, calls are randomly monitored and may be recorded.

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Minyard Food Stores® is a registered trademark of Minyard Food Stores, Inc.

MoneyPass® is a registered trademark of MoneyPass ATM Network.

Publix® is a registered trademark of Publix Asset Management Company



International Personal Banking Marketplace Addendum

Effective October 27, 2006

This Marketplace Addendum is part of the Client Manual – Consumer Accounts and contains additional information about deposit products and services available at International Personal Banking, including the following:

- **General Information**
- ***Your International Personal Banking Relationship***
- **Account Opening/Ownership**
 - **Additional Terms**
- **Checking and Savings Accounts**
- **Balance requirements**
- **Early withdrawal penalties**
- **Funds Availability Schedule**

...and other important information



The terms and conditions in this ***International Personal Banking Marketplace Addendum*** contain general information, rules and regulations that apply to all International Personal Banking accounts, receipt of which you hereby acknowledge. It is intended to supplement or supersede the information contained in the Citibank *Client Manual-Consumer Accounts*. In the event there is conflicting information between this addendum and the Citibank *Client Manual-Consumer Accounts*, this addendum shall govern. Any information contained in the Citibank *Client Manual-Consumer Accounts* that does not conflict with the information contained in this addendum is expressly incorporated herein. **You understand that the Citibank *Client Manual-Consumer Accounts*, the *International Personal Banking Marketplace Addendum* and the *International Personal Banking Schedule of Fees and Charges* referred collectively to as Account Disclosures, are binding on you, your heirs, executors, legal representatives and assigns.** Please read the Account Disclosures carefully. If you have any questions, call your Financial Professional or call CitiPhone Banking®. (See telephone number information in the inside back cover.)

Contents

General Information.....	3
Citibank Relationship at International Personal Banking.....	4
Account Opening/Ownership - Additional Terms.....	6
The Citibank International Personal Banking Account.....	8
Savings and Money Market Accounts.....	11
Certificates of Deposit.....	14
Account Transactions - Additional Terms.....	16
Funds Availability Schedule	
• New York.....	21
• Florida.....	25
• California and Nevada.....	29
Privacy Information	
• Our Privacy Notice.....	33
• Privacy Choices Form.....	36
Contact Information	

General Information

- International Personal Banking is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through its various banks and non-bank affiliates in the Citigroup family of companies.
- Banking products and services are provided by Citibank, N.A., member FDIC.
- The terms "you" and "your" refer to either the person(s) who applies for a Citibank Account or the applicant's duly authorized representative.
- The terms "we," "us," "our," and "Citibank" refer to International Personal Banking.
- The term "financial center" refers to a branch of Citibank.
- The term "home financial center" refers to the financial center where you open your account or to which you transfer your account.

Proposed Provision Regarding Controlling Language

English Documents Are Controlling. Foreign language translations of this Addendum and other documents and materials describing or relating to International Personal Banking products and services, and/or products and services offered by other banks and companies in the Citigroup organization, may be furnished to the Customer from time to time. Translations are provided to the Customer for convenience only, and the Customer understands and agrees that the English language version of the Addendum and of any other document furnished to the Customer by International Personal Banking will control and be conclusive in the event of any difference in meaning between the translation and the English language version.

**Citibank Relationship at
International Personal Banking**

By applying for an account with us, you acknowledge and agree to the following important statements:

We conduct business in the United States of America and accept, execute, close and book transactions related to the same in the United States of America. We generally conduct our business on a private basis only. Our accounts, products and services may not have been registered, reviewed or approved by any governmental authority in your country of residence, may not be supervised thereby, and may not be subject to the laws and jurisdiction of your country of residence or of citizenship. Not all of our accounts, products and services are available in all jurisdictions or to all customers.

Your country of citizenship, domicile or residence may have laws, rules and regulations that govern or affect your application for and use of our accounts, products and services, including laws, rules and regulations regarding taxes, exchange or capital controls. You acknowledge that:

- **You are responsible for being aware of and observing any such laws, rules and regulations that apply to your relationship with us, including any tax, foreign exchange or capital controls, and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile or residence or the location where our products and services may have been made available to you.**
- **You currently comply with any such laws, rules and regulations.**
- **You will inform us promptly if you discover that you may not be in compliance with such laws, rules, or regulations as a result of your use of our products and/or services.**

You are requesting that we provide you with accounts, products and services, and you are providing us your specific authorization and consent to do so. Your request is based solely on appropriate financial needs you have, such as your need for product or currency diversification, reduced financial volatility, or enhanced service.

You are requesting that we contact you, and are providing us your specific authorization and consent to do so, directly or through an affiliate, through any means or medium we choose (including personally or by mail, telephonic, facsimile or electronic means), to provide you: (i) information about our financial accounts, products and services, including information on global markets and financial developments and information on specific matters concerning your accounts, products, services or transactions, and (ii) application forms and other documents necessary to establish an

account relationship, engage in product or service transactions, and receive service for your account.

You are requesting that we contact you, and are providing us your specific authorization and consent to do so, directly or through an affiliate, through any means or medium we choose (including personally or by mail, telephonic, facsimile or electronic means), for anti-money laundering, anti-terrorist and antifraud purposes, among other purposes, to request and receive (i) information from you explaining transactions or attempted transactions in or through your account, and (ii) documents and other information that helps verify explanations we have received. We may block or close your account, in our sole discretion, if we do not receive information on a timely basis that satisfies our request.

In the course of our business, we may provide certain of our affiliates information about you and your accounts and transactions with us, and our affiliates may provide or refer to us information about you. You are requesting and consenting to such a disclosure of information. We and our affiliates will keep your information confidential in accordance with the Citigroup Privacy Notice. We will disclose such information when required by applicable law.

You understand that when you provide information to International Personal Banking you are providing information to each of the companies in the Citigroup family who offer bank and non-bank products and services through International Personal Banking.

Account Opening/Ownership Additional Terms

Special Circumstances

Accounts of Deceased Persons. We must be provided with each document that we, in our sole discretion, believe may be necessary to establish the surviving ownership interest(s) of the funds in the account before we release the account balance to any survivor or to the estate of the decedent or to any beneficiary. You agree that we will have no obligation to release such balance or any part thereof or any other asset of the decedent unless and until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax or similar tax under the federal law of the United States or under any other applicable law of any jurisdiction.

These documents may include, but are not limited to, the following:

- A. Certified Copy of the Death Certificate.
- B. Letters Testamentary or Letters of Administration.
- C. Decree from a Probate Court.
- D. Documents Evidencing that Estate Taxes are paid or are not owed.
- E. Foreign Deceased - (out of the country). A certified copy of the Death Certificate translated into English and attested to by the U.S. Embassy or Consulate, or containing an Apostille.

Legal Costs and Fees. You agree to pay on demand all losses, costs and expenses (including, but not limited to, the fees and expenses of counsel, whether incurred at trial, on appeal, as part of any other legal process, or in anticipation of litigation), if any, incurred by us in connection with any of your accounts, including but not limited to, losses, costs and expenses sustained as a result of (i) a default by you in the performance of your obligations and/or (ii) any claim by a third party, whether legally enforceable or not, relating to any of your accounts. We may charge all or part of any such costs, fees and expenses to your account.

Setoff Rights. Under certain circumstances and in addition to any similar rights we may have by law, we may at any time and without notice to you use the money from any account in your name or from any account that you own jointly with another person (excluding IRA and Keogh accounts) and use the money to pay or set off any overdraft or overdue debt or any other obligation or liability that you owe us or any of our affiliates or if you are in default on any obligation or liability to us or any of our affiliates, to pay or set off such obligation or liability (whether direct or indirect, several or joint, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, or any other amounts) that is payable now or in the future by you to us or any of our affiliates. In paying or setting off, we may apply the money from any account,

in such order as we elect. Neither we nor our affiliates will be liable if any items presented for payment are dishonored due to insufficient funds as a consequence of the exercise of our set-off rights, as described in this paragraph. Our rights, and the rights of our affiliates, under this paragraph are in addition to, and not exclusive of, any similar rights, including any set-off rights, afforded to us or our affiliates under applicable law or under any other contract.

Account Ownership

Joint Account. With a joint account, we can act on the instructions of any one or more joint account holder(s) whose signature is on file with us. However, we will not honor requests to "block" or "freeze" the account upon the request of an individual account holder(s) or to disregard any instruction provided to us by an individual account holder(s), since all account holders have equal entitlement to the account funds. Any joint account holder may close a joint account. In the event there is a dispute between any one or more of the account holders, it is up to the account holders to resolve the dispute amongst themselves. International Personal Banking will not make any determination regarding the merits, nor will it adjudicate, such dispute. NOTE: Nothing herein alters International Personal Banking's ability to "block," "freeze," "close," or take any other action with respect to an account in its sole discretion.

Convenient Banking for All Your Individual Needs

At International Personal Banking, we are committed to giving our clients superior service and value by providing them with solutions designed to meet their individual needs. As an International Personal Banking customer, you can achieve your financial goals and simplify the way you manage your money with the Citibank International Personal Banking Account. The banking and financial services you need today – and tomorrow – are available to you at any time.

Now you can keep track of your finances in one place and receive the personalized service and recognition you deserve. This is possible because the Citibank International Personal Banking Account provides you with more rewards for your account with Citibank and its affiliates. By bringing together your deposits, loans, credit cards, and investments through Citicorp Investment Services¹ or Citicorp Financial Services Corporation¹, you can reduce or even eliminate service fees and in some cases earn better rates on your deposits, gain easier access to your accounts, and even see them summarized each month in one statement. In addition, International Personal Banking will offer you personalized service and professional financial guidance to help you make the right decisions for your particular needs.

¹Securities transactions are through Citicorp Investment Services or Citicorp Financial Services Corporation, members NASD/SIPC and affiliates of Citibank.

Investment products: • NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

The Citibank International Personal Banking Account

The Citibank International Personal Banking Account is a full-service banking account, which links all your accounts together for ultimate control and simplicity.

Definition of Account

A Citibank International Personal Banking Account is any relationship that includes at least one of these components: Regular Checking or Interest Checking, Day-to-Day Savings or Money Market Accounts. Only one checking account may be included in any Citibank International Personal Banking Account.

Minimum Opening Deposit

There is no minimum opening deposit requirement.

Linked Accounts. An account may be linked to your Citibank International Personal Banking Account only upon your request. Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Investments	Credit Cards*
Checking Interest Checking Day-to-Day Savings Money Market Accounts Certificates of Deposit Market Rate Account	Investments held in your Citicorp Financial Services Corporation brokerage account or Citicorp Investment Services, Inc. brokerage account Annuities (except tax-qualified annuities**)	Citi® Platinum Select® Card, The Citi® Dividend Platinum Select® Card, Citi® / AAdvantage® World MasterCard®, Platinum Select® and certain other Citibank MasterCard® or Visa® credit cards you may have (except Home Savings America, Savings of America, Business Card, Purchasing Card and Corporate Card)

*Citibank MasterCard® and Visa® credit cards are issued by Citibank (South Dakota), N.A. AAdvantage® is a registered trademark of American Airlines, Inc. **Tax-qualified annuities include annuities that qualify under Sections 401, 403, 408 or 457 of the Internal Revenue Code.

Business accounts, including Business, Corporate and Purchasing credit cards cannot be linked to consumer accounts. Deposit accounts maintained in different geographic areas in the U.S. cannot be linked. For example, the New York Metro area is treated as a separate geographic area from California or Florida areas.

Linked Loans and Lines of Credit Balances. When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank MasterCard® and Visa® credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; and, outstanding balances in any line of credit or credit card account that is no longer open.

Linking “Associated” Accounts. We define International Personal Banking deposits and investments accounts as “Associated” when those accounts are owned by at least one common account holder. We can make available, upon request, to the common account holder the features and benefits of International Personal Banking’s relationship pricing structure, and eligible accounts belonging to the common account holder can be considered when we determine the combined balance range.

The balance of Associated accounts may be added together to determine the combined balance² for eligibility of the features

²Under federal regulations, if the International Personal Banking associated accounts combined balances include a retirement account, the retirement account can contribute pricing benefits only to the retirement account owner and spouse, the account owner’s parents and grandparents, and the account owner’s children, siblings and their spouses.

and benefits that International Personal Banking relationship pricing offers you. With International Personal Banking relationship pricing you can reduce or even eliminate service fees and in some cases earn better rates on your deposits.

Important: When Associated accounts are linked for combined balances, statements for each linked account will show the Associated accounts combined balance range. As a result, account holders of the linked Associated accounts may, in some cases, be able to deduce approximate balances of other account holders in the Associated accounts. Therefore, when deciding whether to link accounts, clients should evaluate their privacy needs amongst other account holders in the Associated accounts along with their needs for the rate and fee advantages.

Combined Balance Ranges for Fees and Charges. The following combined average balance ranges have been established for the Citibank International Personal Banking Account. Your combined balance range will be determined by computing an average of your daily linked account balances during the calendar month. Monthly service charges are applied only to accounts in the \$0 - \$24,999 combined balance range. Service charges assessed will appear as a charge on the statement you receive the following month. Separate fees are assessed to each account not linked for pricing. Any monthly maintenance fee will be applied as follows:

- *If you have Regular or Interest Checking, your monthly maintenance fee will be deducted from your checking account.*
- *If you do not have Regular or Interest Checking, your monthly maintenance fee will be deducted from the Money Market Accounts, or Day-to-Day Savings, in that order, depending on the combination of linked components you have in your Citibank International Personal Banking Account.*

For monthly maintenance fee and other service fees and charges, please refer to our International Personal Banking Schedule of Fees and Charges.

Account Charges When There is More Than One Linked Account. If an Associated account has more than one linked International Personal Banking account, we will review the combined balances of the Associated accounts when determining account charges. If the combined balance for the Associated accounts meets the Citibank International Personal Banking Account requirement for eliminating monthly service charges, none of the linked accounts in the Associated accounts will be charged. If the Associated accounts combined balances do not meet the requirement, the primary account of the applicable package will be charged.

Cancelled Checks. Original cancelled checks and images are not included with your statement. Check images can be included upon request. You must speak with a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past ninety (90) days from Citibank®Online. If you need a

copy of a cancelled check you may request a photocopy by calling Citiphone Banking®. Please refer to the *International Personal Banking Schedule of Fees and Charges* for applicable fees.

Savings and Money Market Accounts

Citi® Money Market Account

General Information

Your Citi® Money Market Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through ATMs, via Citibank® Online, or through our automated telephone service.

The Citi® Money Market Account interest rate for each statement period is based on your combined balance range for the calendar month prior to the end of the statement period. The same rate may be assigned to more than one balance range.

Combined Balance Ranges for Rate Calculations			
\$0 to \$24,999	\$25,000 to \$49,999	\$50,000 to \$99,999	\$100,000 to \$249,999
\$250,000 to \$499,999	\$500,000 to \$999,999	\$1,000,000 to \$2,999,999	\$3,000,000 and above

Minimum Opening Deposit

There is no minimum opening balance requirement to open the Citi® Money Market Account.

Citibank Tiered Money Market Account (TMMA)

General Information

Your Citibank Tiered Money Market Account is a special money market account. This account gives you the ability to earn high market rates without check-writing privileges. It differs from other money market accounts in that the account must be opened and linked to a Checking account in the Citibank Account or Citibank Everything Counts Account relationship package.

Minimum Opening Deposit

There is a minimum opening balance of \$10,000 to open the Citibank Tiered Money Market Account.

Rate Calculations for Tiered Money Market Account

The following average balance ranges have been established for a Tiered Money Market Account. The same rate may be assigned to more than one balance range.

Average Tiered Money Market Account Balance Ranges for Rate Calculations			
\$0 to \$24,999	\$25,000 to \$49,999	\$50,000 to \$99,999	\$100,000 to \$249,999
\$250,000 to \$499,999	\$500,000 to \$999,999	\$1,000,000 to \$2,999,999	\$3,000,000 and above

The interest rate paid on the Tiered Money Market Account will be determined by using the average balance in the account for the calendar month prior to the end of the statement period. The balances in other Citibank products that are linked to this account will not be included in the average balance calculation.

The balance in the Tiered Money Market Account may contribute to the minimum balance requirements of other eligible Citibank accounts in the International Personal Banking Account.

When Interest Begins To Accrue

Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds. This date will be no later than the second business day after the business day the check is received. Interest will be paid on cash deposits to these accounts beginning on the business day the cash deposit is received.

Interest Calculation

Interest is compounded daily and credited to your account on the last business day of the statement period. When interest begins to accrue it is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for leap years.

We use the average daily balance method to calculate the interest on these accounts. This method applies a periodic rate to the average daily balance for the statement period. The average daily balance is calculated by adding the principal in the account for each day of the statement period and dividing that figure by the number of days in the period.

Rate Information

The rates for the Tiered Money Market Account are determined by Citibank at its sole discretion and can change at any time. For current rates and annual percentage yields, please call CitiPhone Banking®. (See telephone number in the inside back cover.)

Accessibility; Statements

The account can only be opened at any of International Personal Banking's Financial Centers in the U.S. (New York, Miami, or San Francisco), via CitiPhone Banking® or through your Financial Professional. The account will be available for

customers to view and make transactions via ATMs, Citibank® Online, and CitiPhone Banking®. It will be listed as a Money Market Account on the ATMs and on Citibank® Online. On the Citibank statement, you will find your Tiered Money Market Account balance under Money Market Account.

Limits on Transfers

Federal regulations require us to limit the number of transfers of the following types from the Tiered Money Market Account: automatic transfers (including Safety Check transfers); recurring payments you set up in advance; and payments and transfers you authorize using a telephone or personal computer. There is no restriction on the number of payments or transfers you make to a Citibank credit account (not including Citibank credit card payments).

The maximum number of transfers is six per statement period. If you have reached this limit, we may refuse to process a transfer that you are requesting using a telephone. If these limits are exceeded three months in a twelve month period, we will be obliged to take the following action: restrict access to or close your account. There is no limit on the number of transfers you can make in person at a branch, at a Citibank ATM, or at ATM network machines.

Interest on Closed Accounts

If the account is closed before the end of the statement period, interest will be paid for the number of days the account was open during the statement period in accordance with the following terms:

- If the account was open for more than a full statement period, interest will be paid at the rate paid on the account for the prior statement period;
- If the account was not open for a full statement period, interest will be paid at the rate in effect on the day the account was opened for the lowest tiered balance range.

Citibank Market Rate Account

General Information. Your Citibank Market Rate Account is a special savings account with limited access, and special terms and conditions. These are the terms that differ from those listed in the "Account Transactions" section of the Citibank *Client Manual – Consumer Accounts*.

Opening Deposit; Minimum and Maximum Balance. The minimum opening deposit is \$25,000, which may not be transferred from an existing Citibank account. The minimum balance to maintain the account is \$25,000. If the account balance falls below the minimum balance, we reserve the right to close the account. The maximum balance (exclusive of interest) may not exceed \$300,000 without the consent of Citibank.

Interest Calculation. We use the daily balance method to calculate the interest on Market Rate Accounts. This method applies a daily periodic rate to the balance in the account each day. Interest is compounded daily starting on the business day when the account is opened, and is credited every 7 days. Interest is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for leap year.

Additional Deposits. Additional deposits in the amount of \$5,000 or more may be made at any time after the first seven (7) days from the date your account is opened.

Withdrawals. Withdrawals in the amount of \$5,000 or more from the Market Rate Account may be made at any time after the first seven days the account is open. Withdrawals may be made at a Citibank Financial Center or through CitiPhone Banking® by transfer to a linked Citibank checking account. Instructions to make transfers through CitiPhone Banking® must be received by CitiPhone Banking® no later than 1:30 PM Eastern time.

Withdrawal Notice. In addition to the restrictions on withdrawals during the first seven (7) days the account is opened, we reserve the right to require seven (7) days advance notice before permitting a withdrawal from these accounts. We are required by law to reserve this right, but we do not presently exercise it.

Transfer Limitations. The terms contained in the "Limits on Transfers" section of the Citibank *Client Manual – Consumer Accounts* apply to these accounts.

Certificates of Deposit

General Information. Citibank International Personal Banking offers a variety of Certificates of Deposit (CD):

- 30, 60-day, 3, 6, 7, 9-month and 1-year CDs with monthly interest or interest at maturity.
- 2, 3, 4, and 5-year CDs with monthly interest.

All of our certificate accounts are time deposits. With a time deposit, you agree to leave your funds in the account for a specific period, called the "term." The last day of the term is called the maturity date. The maturity date is the first day you may withdraw funds without paying an early withdrawal penalty, explained below.

Minimum Opening Balance Requirement. A balance of at least \$10,000 is required to open a CD. No additional deposits to or withdrawals from the account are permitted during the term of the account.

Rate Information. Rates for all new and renewing CDs will be established at the beginning of the current term of the account. The interest rate and Annual Percentage Yield are fixed and will remain in effect for the term of the CD.

Interest Calculation. We use the daily balance method to calculate the interest on CDs. This method applies a daily periodic rate to the balance in the account each day. Interest is compounded daily starting on the business day when the account is opened, and is credited monthly (except on CDs with the interest at maturity feature, where interest is credited to the account on the maturity date). Interest is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for leap year.

Early Withdrawal Penalties. When you open a Certificate of Deposit, you agree to keep the principal on deposit with us for the term you have selected. We will impose a substantial penalty if you withdraw any principal before the maturity date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit.

The early withdrawal penalty based on the term of the CD will be assessed as follows:

Number of days of simple interest penalty			
CD Term	In New York	In Florida	In California
30 Days	30 Days	30 Days	30 Days
60 Days	30 Days	30 Days	30 Days
3 Months	30 Days	30 Days	90 Days
6 Months	30 Days	30 Days	90 Days
7 Months	30 Days	30 Days	90 Days
9 Months	30 Days	30 Days	90 Days
1 Year	90 Days	90 Days	90 Days
2 Years	90 Days	90 Days	180 Days
3 Years	180 Days	180 Days	180 Days
4 Years	180 Days	180 Days	180 Days
5 Years	270 Days	270 Days	180 Days

Early withdrawal penalties are calculated on the amount of the principal withdrawn. There is no early withdrawal penalties if the account holder dies or is declared legally incompetent.

Automatic Renewal and Grace Period. All CDs renew automatically at maturity for the same term unless we receive other instructions. The renewal CD will be for the same term, but at the interest rate currently being offered for that term based on your CD balance or on your linked accounts combined balances as applicable. There is a 7-calendar-day grace period after the maturity date, during which additional funds can be deposited and funds can be withdrawn without paying an early withdrawal penalty.

Interest Withdrawal. You may withdraw interest from your Certificates of Deposits at any time during the term after it has been credited without an early withdrawal penalty. However, if your account renews automatically, after the grace period your interest is added to your principal balance, your CD is no longer available for withdrawal without penalty.

You may request to have the interest from your Certificate deposited to another account you have with us or sent to you in the form of a check. This service is not available for any Certificates of Deposit that pays interest at maturity.

The annual percentage yield on your account assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Interest Payment. Interest is credited to your account after the close of business on the last business day of the month for all CDs. You may also choose a CD of one year or less that pays interest at maturity instead of monthly. Since some months are slightly longer than others, the amount of interest you earn may vary slightly from one month to another. Interest is paid up to but not including the maturity date. If you open your account on or after the 25th of the month, interest from the date opened to the end of the month will be included in the interest payment for the first full month the account is opened.

Account Transactions - Additional Terms

There are several convenient ways to access your account.

Through Electronic Banking

Citibank® Online - Online Banking. Visit our International Personal Banking website and discover Citibank® Online. Go to www.citigold.citibank.com, click on "Citibank® Online" to:

- View your linked account information
- View your bank account statements
- Transfer money between linked bank accounts
- Make Online bill payments in the U.S.
- Change your Citibank® Banking Card/Citibank® Online PIN
- Order Checkbooks
- And much more.....

CitiPhone Banking®. Interested in managing your account by phone? Our automated CitiPhone Banking® system will allow you to bank by phone, 24 hours a day and 7 days a week. CitiPhone Banking® offers an interactive technology that makes it simple and functional to:

- Access checking and savings account information
- Transfer money between your International Personal Banking-linked bank accounts
- Request or change your CitiPhone Banking® TPIC
- Speak to a customer service representative.

Citibank® Banking Card. Our worldwide ATM network gives you access to your account(s) around the clock. You can withdraw cash in local currency, transfer money between your International Personal Banking-linked bank accounts, and make balance inquiries.

Please refer to the Citibank *Client Manual - Consumer Accounts* for more details on Electronic Banking.

**In Person at Citibank International
Personal Banking Financial Centers**

When you are traveling to the U.S., visit our International Personal Banking Financial Centers conveniently located in New York, Miami, and San Francisco. (See the back cover for International Personal Banking Financial Center location.)

Through Facsimile

CitiFax®. CitiFax® is a convenient and secure way to transmit your request(s) on your account by fax. A CitiFax® kit will be included in your Welcome Package when you first open an account with International Personal Banking. Additionally, you may call CitiPhone Banking® to request CitiFax® forms when needed. (See telephone number information in the inside back cover.)

Facsimile Transmissions

You hereby acknowledge that you are fully aware that facsimile transmissions are not encrypted and are not a secure means of transmission. You acknowledge and accept that such an unsecure transmission method may be intercepted by unauthorized individuals and/or involves the risks of possible unauthorized accessing and/or alteration of data and/or unauthorized usage thereof for whatever purposes. You agree to exempt Citibank from any and all responsibility of any misuse, and hold Citibank harmless for any costs or losses we may incur due to any errors, delays or problems in transmission or otherwise caused by using facsimile as a means of transmission. You acknowledge and agree to accept any risk associated with facsimile transmissions and authorize Citibank to act upon each fund transfer instructions or other instruction or communication sent to Citibank via facsimile, to debit or credit, as the case may be, your account(s) held by Citibank, or to execute as instructed transactions on your behalf, or to send you information via facsimile to the number in our records.

Transfers and withdrawals from Money Market Accounts and Day-to-Day Savings via CitiFax® are "limited transactions" as indicated in the "Limits on Transfers" section of the Citibank *Client Manual – Consumer Accounts*.

Written Instructions

For purposes of this section, "written instructions" shall mean any written instructions you may send us by mail, or through a facsimile transmission on CitiFax® forms.

In order to transact on your accounts, your written instructions must include your account number(s) and the signature of at least one Account Holder.

All instructions received by mail or courier or facsimile must be received before 12:00 PM U.S. Eastern Standard Time at the below addresses. Instructions received after this time will be deemed received the following business day.

The following addresses must be used when sending instructions to us:

By mail:

International Personal Banking Service Center
P.O. Box 31277
Tampa, FL 33631-3277
U.S.A.

By courier:

International Personal Banking Service Center
3800 Citibank Drive, Building A1-03
Tampa, FL 33610
U.S.A.

Instructions by CitiFax®:

Fax number: 1 (813) 604-3004 / 1 (813) 604-3009

Important: Do not send instructions for Wire Transfers, purchase of Cashier's Checks, or Change of Address by mail/courier, as they will not be processed. Only use CitiFax® for these type of instructions.

Confirmation

We reserve the right in our sole discretion to confirm by telephone any written instructions prior to completing them. If you request this service, you will be able to transact or make inquiries on your account by facsimile transmission. We will accept instructions on CitiFax® forms for all accounts you have with us and from any Account Holder on those accounts. You agree that we will only accept instructions on CitiFax® forms in accordance with established procedures, which may be amended from time to time. This service may be cancelled by you or Citibank upon 60 days written notice to the other party. You agree that we will not be held liable for any loss or damage that may result following the 60-day period.

When exercising this right on written instructions requesting funds transfer, we will call you at the number(s) indicated in our records. You agree that you will not hold Citibank liable for transfers delayed or not completed due to Citibank's inability to contact you in order to confirm funds transfer instructions.

Funds Transfers

You agree that International Personal Banking will not be liable for any loss, delay, damage or inconvenience incurred by you arising from the following:

- Our non-completion of a transaction if, in our sole discretion, we are not satisfied that you initiated the transaction
- Failure to act on incomplete, illegible, or incorrect transmissions, including misidentification of recipient(s), or incorrect or inconsistent Account Holder names or numbers
- Failure to act on a non-conforming transmission or on a transmission that creates an overdraft in your account
- Fraudulent transactions
- Non-receipt of a transmission
- Non-completion of a transaction due to circumstances beyond our control
- Non-completion of a transaction due to our inability to contact you in order to confirm your instructions
- A duplicate of transfer of funds when fax instructions from you are followed by written confirmation requesting the same transfer
- Non-verifiable or missing signature
- For any reason, the instruction is unsatisfactory to Citibank
- Instruction is received by a communication means not authorized by Citibank

We may also restrict your transactions if, in our sole discretion, the security of your funds may be adversely impacted or other local, state or federal laws and regulations limit our ability to perform the transfer. You agree that Citibank may rely upon the written instructions you have provided in making your funds transfer and agree that any errors in such written instructions, including misidentification of recipient(s), incorrect or inconsistent account names or numbers and misspellings are your responsibility, and that we will not be held liable as a result of such errors.

You agree to assume full responsibility for and be bound by all funds transfer requests issued in your name, whether or not authorized, provided the funds transfer request was executed by Citibank in good faith and in accordance with the procedures set forth in these terms and conditions.

In consideration of these terms and conditions whereby Citibank agrees to act upon funds transfer requests in the manner herein provided, you irrevocably agree to indemnify and hold Citibank harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with funds transfers made pursuant to the terms and conditions of the Citibank *Client Manual - Consumer Accounts* and this present *International Personal Banking Marketplace Addendum*. This indemnity will not be effective to relieve and indemnify Citibank against its gross negligence, bad faith, or willful misconduct.

Please note that we are required by law to include your permanent address in all wire transfers.

**Our Liability for Failure to Make
Transfers or Payments**

We will be liable to you only for damages proximately caused by our failure to complete a transfer to or from your account or pay a bill in a timely manner in accordance with these terms and conditions or in the correct amount according to your instructions. However, there are some exceptions, including, but not limited to:

1. If you do not have enough available funds in your account to make the transfer or payment
2. If you do not give us your correct PIN and account numbers when starting the transfer or payment
3. If circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken
4. If we do not receive proper and complete instructions or notification for that particular transfer or payment
5. If the transfer or payment would go over the credit limit on your overdraft line, if applicable
6. If the funds in your account are subject to legal process or other encumbrance restricting such transfer or payment
7. If prevented by any provision of any applicable law or regulation
8. Non-receipt of payment by your creditor (for bill payment)
9. If you were trying to defraud us
10. If circumstances beyond our control, including, but not limited to, a natural disaster, flood, fire, war (whether or not declared), revolution, insurrection, governmental act or decree, expropriation, exchange controls, moratorium or nationalization, prevented the transfer or payment from taking effect
11. If in our sole discretion, the security of your funds may be adversely impacted or other local, state or federal laws and regulations limit our ability to perform the transfer
12. If the transactions are of a suspicious or high-risk nature as determined by Citibank

Funds Availability at Citibank in New York

General Policy

Check Deposits with Tellers Our policy is to generally make funds from checks you deposit to your checking, savings, or money market account available to you on the same business day we receive your deposit if the deposit is made with a Teller.

Direct Deposits and Wire Transfers Funds from electronic direct deposits and incoming wire transfers are available to you on the same business day we receive your deposit.

Cash Deposits Deposits of cash are generally available to you immediately, except if made at a Citibank ATM in which case they will be made available for withdrawal no later than the business day after the business day of deposit.

Check Deposits at Citibank ATMs Funds from check deposits to a checking account are generally available on the same business day if made at a Citibank ATM. Funds from check deposits to money market accounts are generally available on the business day after the business day of deposit if made at a Citibank ATM. Funds from check deposits to a savings account will be made available in accordance with the schedule provided below under "Check Deposits to Savings Accounts at Citibank ATM locations" if made at a Citibank ATM.

Immediate Availability of Certain Check Deposits Funds from U.S. Treasury checks, U.S. Postal Money Orders and Citibank N.A. checks drawn on Citibank Financial Centers in the New York area, Connecticut, New Jersey, Massachusetts and Pennsylvania and deposited in a financial center in any of these geographical areas are always available to you immediately if deposited with a Teller. Funds from the following types of checks are also available for immediate withdrawal on the business day of deposit if you make your deposit with a Teller and advise the Teller that you have a check eligible for immediate availability:

- Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks.
- State and Local Government Checks issued by the State or by the general purpose units of local government. The Teller will assist you in completing a special deposit ticket to ensure immediate availability for the check.

Determining the Effective Date of Your Deposit A business day is any day of the week that is not a Saturday, Sunday or bank holiday. Non-business days are considered part of the following business day. The end of business day varies among our Financial Centers. The end of business day is posted at each Financial Center. If you make a deposit after the close of a business day or on a weekend or holiday, your deposit will be considered received on the next business day. Please note that deposits made at a Citibank ATM after the cut-off time indicated at the ATM or on a non-business day will be considered received on the next business day.

Longer Delays May Apply In some cases we will not make all the funds that you deposit by check available to you in accordance with our general policy. If that should occur, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our associates, or if we decide to take this action after you have left the Financial Center, we will mail you the notice by the next business day.

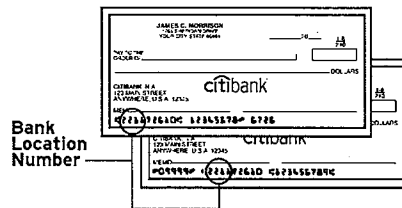
If you need the funds from a deposit right away, please ask us when the funds will be available. Depending on the type of check that you deposit, funds will be available no later than the fifth business day after the day of your deposit. The first \$100 of your total business day's deposits, however, will be available immediately.

**Standard Availability Schedule
(Check Deposits to Savings Accounts
at Citibank ATM Locations)**

The following schedule shows the number of business days (after the business day of deposit) that it will take for check deposits to savings accounts made at Citibank ATMs to become available.

The second column in the schedule shows the number of business days (after the business day of deposit) that it will take for check deposits of \$5,000 or less to become available for withdrawal. The third column shows the number of business days (after the business day of deposit) that it will take for check deposits in excess of \$5,000 to become available for withdrawal. When you make a deposit (or multiple check deposits at a Citibank ATM in the course of a business day), the portion in excess of \$5,000 will likewise be available based on the third column.

Bank Location Number: To calculate when funds from your check deposits will be available for withdrawal, you must 1) make note of the bank location number listed on your check, and 2) determine the total amount of the check(s) you deposit on a given business day.



The Bank location number (as shown above) is printed along the bottom of the check you are depositing. This four-digit number represents the geographic location of the bank and determines when funds become available.

When depositing a personal check, refer to the first four digits (as illustrated) to determine availability of funds. When depositing a business check, refer to the first four digits in the second group of numbers.

Availabilities by Local Bank Routing Number

Location Number	Deposits of \$5,000 or less	Deposits of more than \$5,000
Local 0210 0212 0213 0214 0215 0216 0219 0220 0223 0260 0280 2212 2213 2214 2215 2216 2219 2220 2223 2260 0310 0311 0312 0313 0319 0360 2310 2311 2312 2313 2319 2360	2 business days	3 business days
Non-Local (all other locations)	4 business days	5 business days

The First \$100.00. When you deposit a check, the first \$100 of the total amount of your check deposits on that business day will be available to you immediately.

Deposits at Citibank Locations Outside the New York area. Check deposits at other Citibank locations will receive availability delays based upon the delay schedule of the location where you make that deposit. Your checks will be processed as local or non-local in accordance with the schedule in place for that deposit location.

Special Rules for New Clients

New Clients. You are considered a new client if you have not had an account at Citibank for at least 30 days prior to your opening the account. For the first 30 days your new account is open, the following rules apply:

1. You will be entitled to all the benefits described in the "Deposits Given Special Availability" section of your Manual/Marketplace Addendum.
2. For local check deposits not entitled to special availability your deposit will become available on the 4th business day after the business day of deposit.
3. For non-local check deposits not entitled to special availability your deposit will become available on the 6th business day after the business day of deposit.

Exceptions to Funds Availability Schedules

Collection Items. We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service.

Checks That May Not Be Collectible. Occasionally, a check is given to Citibank that we decide not to accept for deposit or payment because we doubt the collectibility of the funds. When this happens, we will return the check to you or, if you request, send the check out for collection. On other occasions, we will learn that a check we have accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

Special "Payable At/Through" Schedule. We must apply special procedures to any check that is drawn on one banking institution, including a credit union, but payable at or through another. Funds from these deposits will be made available in accordance with the location of the bank on which the check is drawn, not the "Payable At" or "Payable Through" institution whose location number appears on the bottom line of the check. If you wish to deposit such a check, please present it to a Financial Associate so that we can identify it for special handling. All other credit union share drafts will be considered non-local.

Foreign Checks. Checks that are drawn on banks outside the United States are generally sent for collection. Your account will be credited for the US dollar equivalent of the check based upon a timetable which reflects when we would customarily receive payment from the bank on which the item is drawn.

Events Beyond Our Control. In the event that we are unable to conduct business due to an interruption of communication facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

Redeposit of Check(s) Returned Unpaid. We reserve the right to extend the time within which these checks become available.

Overdrafts. We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

Changes to Our Policy. We will notify you of any change to these Funds Availability policies as required by applicable law.

Double-Endorsed Checks: When you deposit a check into your Citibank account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is not made payable directly to you. A double-endorsed check is one that is made payable to someone else and then endorsed to you by that person. In some cases, we will accept such checks on a "collection basis," which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If you deposit a double-endorsed check by mail or at any of our automated facilities, we may return the check to you.

Bank's Right to Chargeback: The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid nor will it effect the Bank's right to charge back your account or obtain reimbursement for any check that is not finally paid for any reason.

Funds Availability at Citibank in Florida

General Policy

Check Deposits with Tellers Our policy is to generally make funds from checks you deposit to your checking, savings, or money market account available to you on the same business day we receive your deposit if the deposit is made with a Teller.

Direct Deposits and Wire Transfers Funds from electronic direct deposits and incoming wire transfers are available to you on the same business day we receive your deposit.

Cash Deposits Deposits of cash are generally available to you immediately, except if made at a Citibank ATM in which case they will be made available for withdrawal no later than the business day after the business day of deposit.

Check Deposits at Citibank ATMs Funds from check deposits to a checking account are generally available on the same business day if made at a Citibank ATM. Funds from check deposits to money market accounts are generally available on the business day after the business day of deposit if made at a Citibank ATM. Funds from check deposits to a savings account will be made available in accordance with the schedule provided below under "Check Deposits to Savings Accounts at Citibank ATM locations" if made at a Citibank ATM.

Immediate Availability of Certain Check Deposits Funds from U.S. Treasury checks, U.S. Postal Money Orders and Citibank N.A. checks drawn on Citibank Financial Centers in Florida and deposited in a financial center in Florida are always available to you immediately if deposited with a Teller. Funds from the following types of checks are also available for immediate withdrawal on the business day of deposit if you make your deposit with a Teller and advise the Teller that you have a check eligible for immediate availability:

- Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks.
- State and Local Government Checks issued by the State or by the general purpose units of local government.

The Teller will assist you in completing a special deposit ticket to ensure immediate availability for the check.

Determining the Effective Date of Your Deposit A business day is any day of the week that is not a Saturday, Sunday or bank holiday. Non-business days are considered part of the following business day. The end of business day varies among our Financial Centers. The end of business day is posted at each Financial Center. If you make a deposit after the close of a business day or on a weekend or holiday, your deposit will be considered received on the next business day. Please note that deposits made at a Citibank ATM after the cut-off time indicated at the ATM or on a non-business day will be considered received on the next business day.

Longer Delays May Apply In some cases we will not make all the funds that you deposit by check available to you in accordance with our general policy. If that should occur, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our associates, or if we decide to take this action after you have left the Financial Center, we will mail you the notice by the next business day.

If you need the funds from a deposit right away, please ask us when the funds will be available.

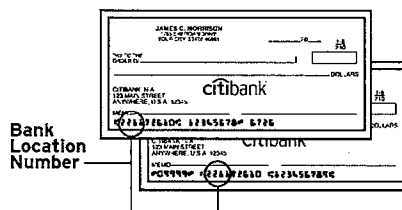
Depending on the type of check that you deposit, funds will be available no later than the fifth business day after the day of your deposit. The first \$100 of your total business day's deposits, however, will be available immediately.

**Standard Availability Schedule
(Check Deposits to Savings Accounts at
Citibank ATM Locations)**

The following schedule shows the number of business days (after the business day of deposit) that it will take for check deposits to savings accounts made at Citibank ATMs to become available.

The second column in the schedule shows the number of business days (after the business day of deposit) that it will take for check deposits of \$5,000 or less to become available for withdrawal. The third column shows the number of business days (after the business day of deposit) that it will take for check deposits in excess of \$5,000 to become available for withdrawal. When you make a deposit (or multiple check deposits at a Citibank ATM in the course of a business day), the portion in excess of \$5,000 will likewise be available based on the third column.

Bank Location Number. To calculate when funds from your check deposits will be available for withdrawal, you must 1) make note of the bank location number listed on your check, and 2) determine the total amount of the check(s) you deposit on a given business day.



The Bank location number (as shown above) is printed along the bottom of the check you are depositing. This four-digit number represents the geographic location of the bank and determines when funds become available.

When depositing a personal check, refer to the first four digits (as illustrated) to determine availability of funds. When depositing a business check, refer to the first four digits in the second group of numbers.

Availabilities by Local Bank Routing Number

Location Number	Deposits of \$5,000 or less	Deposits of more than \$5,000
Local 0630 0631 0632 0660 0670 2630 2631 2632 2660 2670	2 business days	3 business days
Non-Local	4 business days	5 business days

The First \$100. When you deposit a check, the first \$100 of the total amount of your check deposits on that business day will be available to you immediately.

Deposits at Citibank Locations Outside Florida. Check deposits at other Citibank locations will receive availability delays based upon the delay schedule of the location where you make that deposit. Your checks will be processed as local or non-local in accordance with the schedule in place for that deposit location.

Special Rules for New Clients

New Clients. You are considered a new client if you have not had an account at Citibank for at least 30 days prior to your opening the account. For the first 30 days your new account is open, the following rules apply:

1. You will be entitled to all the benefits described in the "Deposits Given Special Availability" section of your Manual/Marketplace Addendum.
2. For local check deposits not entitled to special availability your deposit will become available on the 4th business day after the business day of deposit.
3. For non-local check deposits not entitled to special availability your deposit will become available on the 6th business day after the business day of deposit.

Exceptions to Funds Availability Schedules

Collection Items. We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service.

Checks That May Not Be Collectible. Occasionally, a check is given to Citibank that we decide not to accept for deposit or payment because we doubt the collectibility of the funds. When this happens, we will return the check to you or, if you request, send the check out for collection. On other occasions, we will learn that a check we have accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

Special "Payable At/Through" Schedule. We must apply special procedures to any check that is drawn on one banking institution, including a credit union, but payable at or through another. Funds from these deposits will be made

available in accordance with the location of the bank on which the check is drawn, not the "Payable At" or "Payable Through" institution whose location number appears on the bottom line of the check. If you wish to deposit such a check, please present it to a Financial Associate so that we can identify it for special handling. All other credit union share drafts will be considered non-local.

Foreign Checks. Checks that are drawn on banks outside the United States are generally sent for collection. Your account will be credited for the US dollar equivalent of the check based upon a timetable which reflects when we would customarily receive payment from the bank on which the item is drawn.

Events Beyond Our Control. In the event that we are unable to conduct business due to an interruption of communication facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

Redeposit of Check(s) Returned Unpaid. We reserve the right to extend the time within which these checks become available.

Overdrafts. We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

Changes to Our Policy. We will notify you of any change to these Funds Availability policies as required by applicable law.

The First \$100.00. When you deposit a check, the first \$100 of the total amount of your check deposits on that business day will be available to you immediately.

Double-Endorsed Checks: When you deposit a check into your Citibank account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is not made payable directly to you. A double-endorsed check is one that is made payable to someone else and then endorsed to you by that person. In some cases, we will accept such checks on a "collection basis," which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If you deposit a double-endorsed check by mail or at any of our automated facilities, we may return the check to you.

Bank's Right to Chargeback: The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid nor will it effect the Bank's right to charge back your account or obtain reimbursement for any check that is not finally paid for any reason.

Funds Availability at Citibank in California and Nevada

General Policy Our policy is to generally make funds from checks you deposit available to you on the same business day we receive your deposit. Funds from electronic direct deposits and incoming wire transfers are available to you on the same business day we receive your deposit. Deposits of cash are generally available to you immediately, except if made at a Citibank ATM in which case they will be made available for withdrawal no later than the business day after the business day of deposit.

Immediate Availability of Certain Check Deposits Funds from U.S. Treasury checks, U.S. Postal Money Orders and Citibank N.A. checks drawn on Citibank Financial Centers in California or Nevada and deposited in a Financial Center in California or Nevada are available to you immediately if deposited with a Teller. Funds from the following types of checks are also available for immediate withdrawal on the business day of deposit if you make your deposit with a Teller and advise the Teller that you have a check eligible for immediate availability:

- Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks.
- State and Local Government Checks issued by the State or by the general purpose units of local government.

The Teller will assist you in completing a special deposit ticket to ensure immediate availability for the check.

Determining the Effective Date of Your Deposit A business day is any day of the week that is not a Saturday, Sunday or bank holiday. Nonbusiness days are considered part of the following business day. The end of business day varies among our Financial Centers. The end of business day is posted at each Financial Center. If you make a deposit after the close of a business day or on a weekend or holiday, your deposit will be considered received on the next business day. Please note that deposits made at a Citibank ATM after the cut-off time indicated at the ATM or on a nonbusiness day will be considered received on the next business day.

Longer Delays May Apply In some cases we will not make all the funds that you deposit by check available to you on the business day of deposit. If we are not going to make all the funds from your deposit available on the same business day, we will notify you at the time you make the deposit.

We will also tell you when the funds will be available. If your deposit is not made directly with one of our associates, or if we decide to take this action after you have left the Financial Center, we will mail you the notice by the next business day.

If you need the funds from a deposit right away, please ask us when the funds will be available.

Depending on the type of check that you deposit, funds will be available no later than the fifth business day after the day of your deposit. The first \$100 of your total business day's deposits, however, will be available immediately.

Holds on Other Funds If we cash a check for you that is drawn on another bank, and the amount of the check you cash is not entitled to same day availability in accordance with our general policy, we will place a hold on funds already in your account for an amount equal to the amount of the check you have cashed. In this event you will receive a notice indicating when the funds will be available for withdrawal.

Bank's Right to Chargeback. The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid nor will it effect the Bank's right to charge back your account or obtain reimbursement for any check that is not finally paid for any reason.

Exceptions

Special Rule for New Clients You are considered a new client if you have not had a deposit account with Citibank for at least 30 days prior to your opening the account. For the first 30 days your new account is open, funds from check deposits are generally available no later than the sixth business day after the day of deposit.

Collection Items. We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service.

Checks That May Not Be Collectible. Occasionally, a check is given to Citibank that we decide not to accept for deposit or payment because we doubt the collectibility of the funds. When this happens, we will return the check to you or, if you request, send the check out for collection. On other occasions, we will learn that a check we have accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

Special "Payable At/Through" Schedule: We must apply special procedures to any check that is drawn on one banking institution, including a credit union, but payable at or through another. Funds from these deposits will be made available in accordance with the location of the bank on which the check is drawn, not the "Payable At" or "Payable Through" institution whose location number appears on the bottom line of the check. If you wish to deposit such a check, please present it to a Financial Associate so that we can identify it for special handling. All other credit union share drafts will be considered non-local.

Foreign Checks. Checks that are drawn on banks outside the United States are generally sent for collection. Your account will be credited for the US dollar equivalent of the check based upon a timetable which reflects when we would customarily receive payment from the bank on which the item is drawn.

Events Beyond Our Control. In the event that we are unable to conduct business due to an interruption of communication

facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

Redeposit of Check(s) Returned Unpaid. We reserve the right to extend the time within which these checks become available.

Overdrafts. We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

Changes to Our Policy. We will notify you of any change to these Funds Availability policies as required by applicable law.

Double-Endorsed Checks When you deposit a check into your Citibank account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is not made payable directly to you. A double-endorsed check is one that is made payable to someone else and then endorsed to you by that person. In some cases, we will accept such checks on a "collection basis," which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If you deposit a double-endorsed check by mail or at any of our automated facilities, we may return the check to you.

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Our Pri@acy Notice

Our goal is to maintain your trust and confidence when handling personal information about you.

YOU HAVE CHOICES

As an International Personal Banking customer at Citibank, you have the opportunity to make choices about how personal information about you may be shared. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

SECURITY OF PERSONAL INFORMATION

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

ABOUT THIS NOTICE

We are providing this privacy notice to consumer clients who purchase products or receive services from us for personal, family or household purposes ("you"). This notice tells you how we collect, handle, and disclose personal information about you. If you want to limit our disclosing this information, please see the Privacy Choices Form on page 36.

If you are a joint account holder, we will accept instructions from either of you and apply them to the entire account. This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

**Personal Information International Personal Banking
Collects and May Disclose**

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports and other information relating to your creditworthiness.

We may disclose any of the above information that we collect to affiliates and non-affiliated third parties as described below.

The term "personal information," as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you, as described in the Privacy Choices Form.

**Affiliates To Whom We May Disclose
Your Personal Information**

Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the names Citicorp Financial Services Corporation, Citicorp Investment Services, CitiMortgage, Smith Barney, and others within the Citigroup family of companies.

**Non-affiliated Third Parties To Whom We May
Disclose Your Personal Information**

Non-affiliated third parties are those not part of the family of companies controlled by Citigroup.

We may disclose personal information about you to the following types of non-affiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in **Box 1** on the **Privacy Choices Form**, we will not disclose personal information about you except as follows.

First, we may disclose personal information about you as described above in "Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may

disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your account, to protect against fraud, and to protect the security or confidentiality of our records.

Your Privacy Choices

This section describes your privacy choices. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

Disclosing to Non-affiliated Third Parties (Box 1)

As described in this notice, we will limit the personal information about you that we disclose to non-affiliated third parties if you fill in **Box 1** on the **Privacy Choices Form**.

Sharing with Our Affiliates (Box 2)

Our ability to share information with our affiliates helps us to more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates any information about our transactions or experiences with you. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in **Box 2** on the **Privacy Choices Form**.

If you have any questions about this notice, you can contact IPB Service Center at 1 (813) 604-3000 (outside the U.S.) or 1 (800) 578-8555 (toll-free within the U.S.).

Information for Vermont and California Customers

In response to a Vermont regulation, we will automatically treat accounts with Vermont billing addresses as if you filled in **Box 1** and **Box 2** on the **Privacy Choices Form**. And if we disclose personal information about you to non-affiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

In response to a California law, we will automatically treat accounts with California mailing addresses as if you filled in **Box 1** on the **Privacy Choices Form** and will not disclose personal information about you to non-affiliated third parties except as permitted by the applicable California law. We will also limit the sharing of information about you with our affiliates to comply with all California privacy laws that apply to us. To further restrict sharing with affiliates as described in this notice, you can fill in **Box 2** on the **Privacy Choices Form**.

Pri@acy Choices Form

To limit disclosures of personal information about you as described in this notice, you can call us at the Service Center number shown below or you can fill in the appropriate box or boxes to indicate your privacy choices and send the form to the address listed below.

Be sure to include your Citibank Banking® Card(s) or Citibank account number(s) below. Your privacy choices will be applied only to the account(s) that you list.

1. ☐ Limit the disclosure of my personal information to non-affiliated third parties.
2. ☐ Limit the personal information about me that you share with Citigroup affiliates.

My Citibank Banking® Card(s) or Citibank account number(s) is(are):

(Please Print)

Name

Address

City

 State

Country

 Zip

If you filled in any of the boxes above, please mail this form in a stamped envelope to:

**International Personal Banking Service Center
P.O. Box 31277
Tampa, FL 33631-3277, USA**

Or call us at 1 (813) 604-3000 (outside the U.S.) or 1 (800) 568-8555 (toll-free within the U.S.) to inform us of your privacy concerns.

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective.

If you are also a customer of other Citigroup affiliates and you receive a notice of their intent to share certain information about you, you will need to separately notify them if you do not want them to share such information.

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International Personal Banking CitiPhone Banking

1 (813) 604-3000 outside the U.S.
1 (800) 568-8555 within the U.S. (toll-free)

- To report errors or to ask questions about electronic transfers
- To obtain current interest rates and annual percentage yields
- For balance inquiries or other kinds of account information
- To transfer funds between your accounts
- To report a stolen, missing or damaged Citibank® Banking Card³
- To order checks
- To request a stop payment on a check

CitiFax®.....Fax: 1 (813) 604-3004
or 1 (813) 604-3009

Other Customer Service Telephone Numbers*
For the speech and hearing impaired,
call our Text Telephone (TTY)..... 1 (800) 945-0258

Citibank Online
<http://www.citigold.citibank.com>.....Click on Citibank® Online

³ Citibank MasterCard® and Visa® credit cards are issued by Citibank (South Dakota), N.A.
*To ensure quality service, calls are randomly monitored and may be recorded.

International Personal Banking Ser@ice Center

Mailing Address

Citibank
International Personal Banking
P.O. Box 31277
Tampa, FL 33631-3277
U.S.A.

Courier Address

Citibank
International Personal Banking
3800 Citigroup Center, Building A1-03
Tampa, FL 33610
U.S.A.

International Personal Banking Financial Centers

New York

Citibank, N.A.
International Personal Banking
666 Fifth Avenue, 7th Floor
New York, NY 10103
U.S.A.

Miami

Citibank, N.A.
International Personal Banking
201 South Biscayne Boulevard, 1st Floor
Miami, FL 33131
U.S.A.

San Francisco

Citibank, N.A.
International Personal Banking
One Sansome Street, 26th Floor
San Francisco, CA 94104
U.S.A.



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IPB MPA ENG (Rev. 1006)



IPB Schedule of Fees and Charges

Monthly fees are based on the average of your daily linked IPB* account balances during the previous calendar month. Only accounts with a combined average balance which totals less than \$25,000 per month will be charged a \$50 monthly fee. The \$50 fee will be applied to each IPB Account Package. (Refer to Citibank Client Manual and IPB Marketplace Addendum for details). There will be a charge of \$1 for non-Citibank ATM withdrawals if your combined IPB average monthly account balance falls below \$100,000.

Service	Fees
Abandoned Property Transfer ¹	\$20.00
Bond Coupon Redemption (per series)	\$10.00
Checkbooks (orders)	Minimum of \$30.00. Amount may vary based upon the type of checkbook selected.
Checks issued in Foreign Currency (Worldlink)	\$25.00
Check/Item Returned/Paid Against Insufficient/Unavailable Funds (overdraft) ²	\$30.00
Citibank® Global Transfer Service ³	Varies
Collection of Checks Drawn on Foreign Bank ⁴	Minimum of \$30.00. Amount may vary based upon the amount of the check(s).
Collection of Checks, Notes and Sight Drafts on Domestic Bank ⁴	\$25.00
Consular/Verification Letter	\$25.00
Copy of Cancelled Checks	\$10.00
Deposited Check Returned Unpaid	\$10.00 each
Foreign Currency Exchange \$1,000 and over	No charge
>Under \$1,000	\$5.00
Interim Statement	\$5.00
Legal Process Compliance (levies attachment, etc.) ⁵	\$125.00
Miscellaneous Copies (IRS Forms, 1099, Deposit Ticket, etc.)	\$5.00
Money Order for Customers	\$5.00
Official Check	\$10.00
Returning Original Checks in Statement ⁶	\$2.00
Safety Check	\$5.00
Staff Assisted Bill Payments (per statement period)	\$4.95
Statement Copy	\$10.00
Stop Payment Request	\$30.00 each
Travelers Checks	1.5%
CitiFax®	No charge. Courier fees may apply.
Courier Delivery	Minimum \$15.00. Amount may vary based upon the delivery destination.
Safe Deposit Boxes (Miami Financial Center only)	Extra Small - \$125/year Small - \$150/year Medium - \$200/year Large - \$300/year
Wire Transfers - Outgoing	\$50.00

Closing Accounts:

If you close your checking or money market account (individual or business) within 60 days of the day on which you opened it, you will be subject to a penalty of \$250.

* International Personal Banking ("IPB") is a United States business that provides its clients access to a broad array of products and services available through various banks and non-bank affiliates of Citigroup Inc.

Banking products and services are provided by Citibank N.A., member FDIC.

¹ Applicable for accounts domiciled in New York.

² Fee will also apply to any DEBIT against insufficient or unavailable funds.

³ Fees for using the Citibank Global Transfer Service, available at Citibank ATMs and through Citibank® Online, are listed in the "Electronic Banking" section of the *Client Manual - Consumer Accounts* under the heading "Citibank Global Transfer Service."

⁴ Additional fees may apply as a result of fees charged for collection of the item by other institutions.

⁵ Assessed on a per defendant basis.

⁶ Applicable only during statement periods that you are assessed a monthly statement fee.



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A member of **citigroup**

IPBSCHF&CI006

Todos los titulares de cuenta deben firmar esta solicitud y las tarjetas de firma y certificados/testes que:

- CERTIFICO QUE LA INFORMACIÓN ARRIBA ES CORRECTA A MI LEAL SABER Y ENTENDER, INFORMACIÓN Y CREENCIA, ENTENDIENDO QUE SI ME CONVIERTO EN FIGURA PÚBLICA O INDIVIDUO RELACIONADO, O UNA PERSONA CON CONEXIONES POLÍTICAS, NOTIFICARÉ A IPB A LA MAYOR BREVEDAD RAZONABLEMENTE POSIBLE, DE NO HACERLO, A DISCRECIÓN DE IPB, ES POSIBLE QUE SE CIERRE O RESTRIJA MI RELACIÓN CON ESTA INSTITUCIÓN.
- Mediante mi firma y presentación de esta Solicitud, autorizo por medio de la presente divulgar todo o parte de mi información de cuenta y otra información pertinente a cualquier representante de negocio, del departamento legal o compliance dentro y fuera de mi país de residencia con el fin de realizar las consultas y procesos de aprobación necesarios. Renuncio por la presente a todo derecho en virtud de las leyes locales que restrinjan o prohíban dicha divulgación de información.
- Recibí y acepto los términos y condiciones incluidos como parte del Manual del Cliente y Anexo de Mercado de IPB para las cuentas o servicios solicitados arriba y los mismos términos y condiciones y requisitos de firma serán aplicables a cualesquiera cuentas o depósitos adicionales que pueda solicitar o establecer con IPB en el futuro. Convengo informar a IPB a la mayor brevedad posible cualquier cambio de información suministrada en esta solicitud.

FIRMAS

Firma del principal de la cuenta

09/01/2005

Fecha

Firma del co-titular de la cuenta (A)

09/01/2005

Fecha

Firma del co-titular de la cuenta (B)

09/01/2005

Fecha

SÓLO PARA USO DEL BANCO

Cuenta nueva #:

Nombre

SYNMA

N/A

Cuenta a tasa de mercado

N/A

CO

Método de pago:

Cheque ☐

Transferencia de cuenta de Citibank #

Inclusión

Efectivo ☐

Transferencia de otra institución

N/A

Código de país:

Y00PR 616

Sucursal #:

New York

Código e iniciales del NO:

616 SPER

Código de fuente:

Y00PR 616

Dirección desde verificación con el cliente:

☐ SI ☐ No

Dirección desde verificación con el cliente (si aplica):

☐ SI ☐ No

Firma verificada por:

JOSE ACEBEDO

Fecha:

09/15/2005

Aprobado por:

JOSE ACEBEDO

Fecha:

09/15/2005

Tipo de llegada de la solicitud:

☐ Centro financiero (personalmente)

☐ Teléfono

☐ Correo

☐ Back-office (Referencia en el país) ☐ Internet

International Personal Banking (IPB) es un negocio de Estados Unidos el cual brinda a sus clientes acceso a una amplia gama de productos y servicios disponibles a través de sus varios bancos y compañías afiliadas no bancarias de Citigroup.

No todos los productos o servicios los ofrecen todas las afiliadas ni están disponibles en todas las Jurisdicciones o a todos los clientes. Su país de residencia puede tener leyes, normas y regulaciones que rigen, afectan o pueden ser provocados por su solicitud y uso de nuestros cuentas, productos y servicios, incluso leyes, normas y regulaciones sobre impuestos y controles de cambio.

Los productos y servicios bancarios están disponibles a través de Citibank, N.A. si su cuenta está radicada en Nueva York, Citibank, F.S.B. si su cuenta está radicada en Miami o por Citibank (West), F.S.B. si su cuenta está radicada en San Francisco. Citibank, N.A., Citibank, F.S.B. y Citibank (West), F.S.B. son miembros de la FDIC.



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09/15/2005

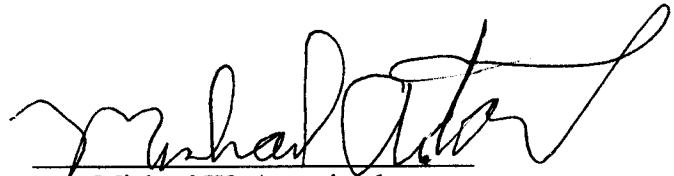
CERTIFICATE OF SERVICE

Michael W. Antonivich, hereby certifies under penalty of perjury that on the 15th day of May, 2008, I served a true copy of the within **DECLARATION OF KENNETH STRUTIN IN FURTHER SUPPORT OF MOTION TO DISMISS PURSUANT TO FED. R. CIV.P.12(b)(6)** upon the attorneys for plaintiff hereinafter named at the places hereinafter stated by depositing the same, properly enclosed in post-paid, properly addressed wrappers, into the exclusive care and custody of depository maintained and controlled by the U.S. Post Office for delivery by first class mail to said attorneys at their last known addresses given below:

FISCHER & MANDELL LP
550 Fifth Avenue, 6th Floor
New York. New York 10036

ROTH, ROUSSO & KALZMAN LLP
18851 N.W. 29th Avenue, Suite 900
Aventura, Florida 33180

Dated: New York, New York
May 15, 2008



Michael W. Antonivich